

California Department of Transportation

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Date: March 19, 2025

Request for Proposal Notice to Prospective Proposers RFP Number 43A0480

You are invited to review and respond to this **Request for Proposal (RFP) Number 43A0480**, titled ***Stormwater Public Education Campaign***. In submitting your proposal, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State programs and preferences.

The Department of Transportation (Caltrans) is committed to meeting the State's 25% Small Business participation goal, as required by Governor Executive Order S-02-06 and want to encourage Certified Small Businesses (SB), Microbusinesses (MB), and any Contractors willing to commit to subcontracting a minimum of 25% of their net bid price to certified SB or MB to submit proposals.

As required by Executive Order S-02-06, the California Department of Transportation (Caltrans) is committed to meeting the State's 25 percent (25%) Small Business (SB) participation goal. Certified SBs, Micro Businesses (MB) and contractors willing to commit to subcontracting a minimum of 25 percent (25%) of their net bid price to certified SBs or MBs (if applicable) are encouraged to submit bids. **See Section D, Special Programs, Item 1**, in this RFP for requirements.

The Department of Transportation (Caltrans) is committed to meeting the State's 25% Small Business participation goal, as required by Governor Executive Order S-02-06 and want to encourage Certified Small Businesses (SB), Microbusinesses (MB), and any Contractors willing to commit to subcontracting a minimum of 25% of their net bid price to certified SB or MB to submit proposals.

The Disabled Veteran Business Enterprise (DVBE) Participation Program applies, and a **five percent (5%)** participation is required for this RFP. The DVBE Incentive Program may also apply to this RFP. See **Section D, Special Programs, Item 1**, in this RFP for requirements.

Note that all Agreements entered into with Caltrans will include, by reference, General Terms and Conditions (GTC 04/2017) and Contract Certification Clauses (CCC 04/2017) that may be viewed and downloaded at Internet site

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

The designated contact person for this RFP is:

Laurie Noble

Department of Transportation

Email address: Laurie.Noble@dot.ca.gov

Phone: (279) 234-2411

Please note that no **verbal** information given will be binding upon Caltrans unless such information is issued in writing as an official addendum.

Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this RFP. **See Section C) 3**, Questions and Answers for more details.

Sincerely,

LAURIE NOBLE

Contract Analyst

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A) Purpose and Description of Services

The purpose of this contract is to develop and execute a statewide campaign including collecting quantitative data to demonstrate impact and influence of the public, school children, and multiethnic audiences. A cohesive and integrated public relations, advertising and marketing campaign will need to issue information; influence attitudes; create awareness, interest, understanding, and support; motivate the public to take action; and change behaviors in ways that will lead to improved water quality of California's streams, rivers, lakes, and coastal waters.

Overall, the campaign aims to motivate Californians to change negative behaviors through public education about how their actions can protect and preserve receiving waters through reduction of multiple pollutants that can be transported via surface water flow, and their engagement through motivational messages that produce positive emotions and feelings.

The successful proposal will include a detailed scope of work that lays out an approach to behavioral and market research, social marketing, advertising, public relations, public outreach, and gathers quantitative data to gauge effectiveness. In addition, the proposal shall include details about their past experience leading such campaigns and providing a statewide campaign that will lead to improved water quality through public awareness and behavioral changes. A mandatory requirement is that the campaign be motivational and usable across California, and therefore the campaign must not single-out or target groups or sub-groups as the source of pollution.

Refer to the Proposed Form of Agreement, which is attached to this RFP as **Attachment 11 (Exhibit A)** for a more complete description of services.

B) Minimum Qualifications for Proposers

To be considered qualified to perform the work required to conduct the services for the *Stormwater Public Education Campaign*, proposers must demonstrate the following qualifications and experience in the Minimum Qualifications section of their Technical Proposal.

1. The Contractor or its parent company must have been in Public Relations Services for a minimum of five (5) years. Contractor shall list the number of years the Prime has been in Public Relations Services.
2. If the proposal includes the use of a Media Buying House, the Media Buying House must have at least five (5) years of Media Buying experience. Contractor shall list the number of years of Media Buying experience the Media Buying House has.
3. Project Manager must be an employee of the Prime contractor and must have at least five (5) years of related experience in advertising, marketing, public outreach, and community involvement. Contractor shall provide a narrative (one page maximum), quantified to the extent possible, describing the Project Manager's experience in the listed areas.
4. The Contractor's team (prime and/or subcontractors) must have completed a minimum of two (2) advertising campaigns with an average annual gross media budget of not less than \$1.5 million. Advertising campaigns are not limited to California or state/government agencies. Contractor shall provide a list of its statewide advertising campaigns with an average annual gross media budget of not less than \$1.5 million (minimum two and maximum six projects) with the following information:
 - Firm that provided the services.
 - Firm/Agency/Department to which services were provided.
 - Project term and dates.
 - Total budget of the project.
 - Annual gross media budget.

- Description of services provided (maximum one page).
5. The Prime must have an office location in the State of California. Contractor shall list its office location(s) in the State of California.

C) Proposal Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Event	Date	Time (Pacific Time)
RFP available to prospective proposers	3/19/25	
Optional Pre-Proposal Teleconference	3/25/25	9:00 AM
Written Question Submittal	3/28/25	
Final Date for Proposal Submission	4/17/25	2:00 PM
Oral Interviews (estimate)	Week of 4/28/25	
Posting of Notice of Intent to Award (estimate)	Week of 5/5/25	
Proposed Agreement Award Date (estimate)	Week of 5/12/25	

2. Optional Pre-Proposal Teleconference

- A. An optional pre-proposal telephone conference will be held at **9:00 AM** on **March 25, 2025**, for the purpose of discussing this RFP.

Teleconference Dial-In Number: 1-408-418-9388

Participant Code: 2484 640 0664

- B. An authorized representative may attend the optional pre-proposal teleconference on behalf of a potential prime contractor. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at optional pre-proposal conference.
- C. For proposers who need assistance due to a physical impairment, a reasonable accommodation will be provided upon request for the optional pre-proposal conference. The proposer must call the designated Contract Analyst no later than the fifth working day prior to the scheduled date and time of the Pre-Proposal Conference to arrange for a reasonable accommodation.

3. Questions and Answers

- A. Questions regarding this RFP must be submitted in writing by **March 28, 2025**. Proposers are encouraged to submit their written questions via e-mail to Laurie.Noble@dot.ca.gov.
- B. Written questions must include the individual's name, firm name, complete address and must reference **RFP No. 43A0480**. Questions must be sent to one of the following:

Email or mail to:

Email: Laurie.Noble@dot.ca.gov

Department of Transportation
Division of Procurement and Contracts
Attention: Laurie Noble
Sacramento, CA 95816-7006

- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is

the responsibility of the proposer to access the website for any changes or Addenda that may be posted. Refer to this RFP, **Section C) 1, Time Schedule**, for the schedule of events and dates/times. It is the responsibility of the proposer to check Cal eProcure for all addenda. Proposer can contact the Contract Analyst named above.

4. Technical Proposal Requirements

- A. An original proposal marked "ORIGINAL COPY" and one (1) pdf copy on a thumb drive will be required for the Technical Proposal. Each Technical Proposal shall contain at a minimum, all required items listed below. Each requirement's location must be listed in a Technical Proposal, Table of Contents. Also see RFP **Section C) 13, Submission of Proposal**, for submittal details.
- 1) **Section 1. Introduction and Minimum Qualifications:** Proposer shall:
 - a. Introduce its team and summarize the highlights of the proposal.
 - b. Provide the information to demonstrate the minimum qualifications listed in RFP section **B) Minimum Qualifications for Proposers**.
 - 2) **Section 2. Project Management:** Proposer shall:
 - a. Designate, by name, the Project Manager to be employed. Project Manager shall be responsible for implementing the Scope of Work, overseeing the activities of the project team, and shall be the single point of contact for this contract. The Project Manager must be available to Caltrans as needed to effectively manage this contract. The selected Contractor shall not cause the substitution of the Project Manager without prior written approval of Caltrans.
 - b. Explain how the various tasks will be managed and coordinated, and how the project manager's technical expertise will support the effective management and coordination of all activities described in the Scope of Work.
 - c. Provide an organizational flow chart showing the hierarchy of the proposer's team personnel that will be utilized during the term of the Agreement. The chart must show the relationship between the Project Manager and personnel of the proposer's organization and other parties (including subcontractors) to the proposal.
 - 3) **Section 3. Personnel:** This section of the Technical Proposal shall identify the proposed team and key personnel. Key personnel shall have experience with, and in-depth knowledge of, techniques and procedures necessary to accomplish the various tasks listed in **Attachment 11** (Proposed Form of Agreement), **Exhibit A, Scope of Work**.
 - a. Identify all key personnel of the prime contractor who will be working under the Agreement and provide brief (two pages maximum) resumes. Include titles, education, academic degrees, professional licenses, qualifications, proposed roles and responsibilities, summaries of similar work performed and expected level of availability for this Agreement.
 - b. Introduce the proposed subcontractor organizations, if any, and provide qualifications, roles, and responsibilities for the company/organization as a whole. Provide brief (two pages maximum) resumes for each of the subcontractors' key personnel listed to provide services under the Agreement. Include titles, education, academic degrees, professional licenses, qualifications, proposed roles and responsibilities, summaries of similar work performed and expected level of availability for this Agreement (The cost of the subcontracted work is to be itemized in the Cost Proposal as described below in Cost Proposal Requirements).
 - c. Proposer shall provide a table in the format provided on **Attachment 2A**

indicating how many hours each key personnel will be assigned for the Agreements and what task(s) each key personnel will perform. All key personnel of prime contractor and subcontractors assigned to the contract and listed in the Proposer's Technical Proposal must be identified by name, title and firm name in the table (**Attachment 2A**). **Hours listed for key personnel on the table should match hours listed for key personnel in the Cost Proposal.**

- d. The selected contractor shall not substitute the listed key personnel or subcontractors without prior written approval by the Caltrans Contract Manager.
- 4) **Section 4. Qualifications and Experience:** Proposer shall:
- a. Document the project team's qualifications as they apply to performing the tasks described in the Scope of Work. Describe recently completed work as it relates to this scope of work.
 - b. Provide a table or matrix of relevant, previous contracts or projects cross-referenced with the requested services. Indicate the number of years of experience in each area.
 - c. Provide a minimum two (2) and maximum three (3) samples of relevant work experience identified under Task one (1) through Task eleven (11) in the Scope of Work (**Attachment 11, Exhibit A, Scope of Work**).
- 5) **Section 5. Work Plan and Work Schedule:** Proposer shall provide a work plan and/or schedule for task completion. Identify each major task, necessary subtasks, and/or specific milestones by which progress can be measured and payments made. Provide a detailed description of the techniques, approaches, and methods to be used in performing the services (tasks and sub-tasks) listed in **Attachment 11 (Proposed Form of Agreement), Exhibit A, Scope of Work**. The work plan or schedule shall specify the estimated hours to accomplish each task.

The Proposer must demonstrate a clear understanding of Caltrans' goals and objectives to raise awareness about and educate the public about how to reduce Stormwater pollution entered state waterways, including from state roads, and propose an approach for each of the tasks in the Scope of Work. The Proposer must have a detailed description of not only what work will be performed, but also how task deliverables will be met and the methods the Proposer will use to achieve objectives outlined in the Scope of Work.

The methodology shall be described in sufficient detail to Caltrans staff to evaluate methods to perform various tasks and allocate resources among staff and/or subcontractors, as well as see the creative strategy in the implementation of the Scope of Work. The proposed workplan must provide detail on media relations strategies designed to proactively raise awareness during campaign periods and important anti-pollution messaging described in the Scope of Work.

The Proposer shall outline marketing strategies and tactics to produce a statewide campaign utilizing the most appropriate and effective channels for communicating with target audiences as identified through research and testing. Messaging shall be in English as well as in other languages to effectively reach the target audiences of the campaigns identified in the Scope of Work.

The Proposer must include in their workplan a detailed schedule for task completion that identifies each major task, necessary subtasks, and a proposed delivery schedule with

specific milestones by which progress can be measured and payments made. The Proposer shall provide a visual representation showing the estimated hours to accomplish each task and subtask and Proposer's commitment to completion within timeframes outlined in the Scope of Work.

The Proposer must include the following components when developing its workplan:

a. Media, Outreach and Engagement Strategic Communications Plan

- Details the creative strategy, including goals, key messages, objectives, tactics, and target audiences.
- The Plan shall establish how the Proposer will achieve the goals of Caltrans Public Affairs programs outlined in the Scope of Work, and the focus and direction of messages and methods of communication for each task.
- The Plan shall include a scalable Strategic Communications Plan that may be reviewed on an annual basis to make sure the Plan is adaptable to the ever-changing landscape of communication methods and new communications tools.
- The Plan shall include how the tasks, activities and deliverables outlined in the Scope of Work will be tracked and performed over the duration of Agreement. For example, the Plan must include key performance indicators (KPIs) and evaluation methods that measure the outcomes and success of media, outreach, and engagement strategies.

b. Local, Regional, State and National Partnership Media Plan

- Detail creative strategy, tactics, objectives, and goals for executing partnerships with industry groups and other state, local or regional agencies on joint anti-pollution campaigns or education initiatives.
- State partners are defined as including (but not limited to) water-related organizations such as the State Water Resources Control Board, within the California State Transportation Agency (CalSTA), such as the California Highway Patrol (CHP), and California Transportation Commission (CTC), as well as any state department.
- Regional partners are defined as regional or county agencies or joint powers authority (e.g., county water boards, regional transit and metropolitan planning organizations) but may also include state association groups such as the California State Association of Counties, California League of Cities, or state hospital systems.
- National partners are defined as water-quality and anti-pollution non-profits, organizations, and advocacy groups serving the public at the national level such as Keep America Beautiful and NOAA Office for Coastal Management.
- Plan shall include how Caltrans could support the clean water initiatives by industry groups, other state, local or regional agencies in their respective jurisdiction. For example, working with a transit agency on a campaign that sponsors river and coastal cleanup days or chambers of commerce promoting Adapt-A-Highway efforts.

c. Statewide Multicultural Plan

- Details strategies and tactics to establish new partnerships with organizations that work to connect with underserved communities.

- Shall include efforts to target historically underserved populations including Hispanic, African American, and Native American/Alaskan Native communities. Data should be reflected in the need for additional outreach and engagement in specific communities.
- Shall include measurements of success and other evaluation methods (e.g. KPIs) which may include community-based organizations reached, partnerships created, materials distributed, event participation and reach, website visits, downloads and clicks, earned media efforts through news/media coverage, and information materials developed.

d. **Mini-Grant Program Strategic Communications Plan**

- Detail plan for community-based organizations (CBOs) to deliver a set of defined outreach and engagement activities, which may include co-branded clean stormwater social media posts, information material distribution, event coordination, newsletter content, stormwater-themed articles in ethnic media publications, and educational presentations.
- Identify potential funding tiers at varying costs depending on the CBOs ability to execute tasks as outlined in the cost proposal worksheet.
- Shall include tactics to establish partnerships with CBOs in different areas of the state.

6) **Section 6. Facilities and Resources:** This section shall:

- a. Identify the location of the prime contractor and subcontractor's headquarters and satellite office(s) and proposed methods of minimizing costs to Caltrans.
- b. Describe the facilities, infrastructure, and resources available to the team.
- c. Describe organizational flexibility in resource allocation to deal with potential unforeseen issues and circumstances, in the interest of completing the project on time.
- d. Describe the organizational strategy and tools to facilitate, promote, and maintain effective team work internally, and with clients.

7) **Section 7. References:** Proposer shall provide a minimum of two (2) references and a maximum of three (3) references. The references must be clients for whom the proposer has performed similar or related work in the past, preferably within the last five (5) years. Each reference must be in the format listed in **Attachment 2B**.

B. Page Headers and Page Numbering

All pages of the Technical Proposal, including cover pages, Table of Contents, references, and resumes, shall have the following header and page numbering format in the upper right-hand corner:

Technical Proposal
Date:
Agreement: 43A0480
Attachment 2
Page # of ##

C. Brochures, thumb drives, drawings, and other promotional documents being submitted with the Technical Proposals shall be clearly identified as to the name of the proposer and the RFP number.

5. Cost Proposal Requirements

- A. Cost Proposal, and only the Cost Proposal, shall list all items that will be charged to Caltrans for this Agreement. Cost information of any kind for this Agreement is not allowed in the Technical Proposal. Cost Proposal shall include both prime contractor and all subcontractors cost information. Cost Proposals shall follow the format provided in the sample **Cost Proposal Worksheet, Attachment 1**, and shall be submitted along with Technical Proposal in one (1) sealed envelope. The total amount of the Agreement may not exceed the amount set forth in **Attachment 1**. Any proposal in excess of **\$8,000,000.00** shall be deemed non-responsive.
- B. An original proposal marked "ORIGINAL COPY" and one (1) pdf copy on a thumb drive is required for the Cost Proposal. Each Cost Proposal shall contain at a minimum, all required items listed below:
- 1) Cover page in the format listed on page 1 of **Attachment 1, Cost Proposal Worksheet**.
 - 2) Prime Contractor's cost breakdown in the format listed on page 2 of **Attachment 1, Cost Proposal Worksheet**.
 - 3) Each subcontractor's cost breakdown (separately) in the format listed on page 4 of 15, **Attachment 1, Cost Proposal Worksheet**.
- C. Page Headers and Page Numbering

All pages of the Cost Proposal, including cover pages, Table of Contents shall have the following header and page numbering format in the upper right-hand corner:

Cost Proposal
Date
Agreement No. 43A0480
Attachment 1
Page # of ##

6. California Civil Rights Laws

Any person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a State agency with respect to any contract in the amount of one hundred thousand dollars (\$100,000) or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, that they satisfy all of the conditions set forth in California Public Contract Code Section 2010 and they shall execute the **California Civil Rights Laws Certification** and submit with bid. The California Civil Rights Laws Certification (DOT ADM-0076) must be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM0076>.

7. Darfur Contracting Act

- A. The Darfur Contracting Act, California Public Contract Code Section 10475-10481, applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in California Public Contract Code Section 10475. All bidders shall complete the **Darfur Contracting Act Certification form** and submit with bid. The Darfur Contracting Act Certification (DOT ADM-0077) must be downloaded at <http://cefs2.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM0077>.

- B. If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete Option 1 on the **Darfur Contracting Act Certification**.
- C. A scrutinized company is a company doing business in Sudan as defined in California Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (Pub. Cont. Code Section 10477(a)).
- D. Therefore, Public Contract Code Section 10478(a) requires a company that currently has (or within the previous three (3) years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency.
- E. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code Section 10477(b).

8. Iran Contracting Act

- A. Pursuant to the Iran Contracting Act of 2010 (Pub. Cont. Code Sections 2200 et seq., hereinafter “the Act”), persons identified on the list established under Public Contract Code Section 2202.5 (hereinafter, “List”) are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the State for goods or services of one million dollars or more.
- B. The winning proposer must complete and submit to Caltrans as part of the Agreement award process, the **Iran Contracting Act Certification**, certifying that it is not on the most current List unless the person is exempted from the certification requirement by PCC Section 2203 (c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under PCC Section 2203(c) or (d) with its bid or proposal. The Iran Contracting Act Certification (DOT ADM-0078) can be previewed at <http://cefs2.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM0078>.
- C. Any person, for a contract that is exempt from bidding or is renewed, or for whom a contract is otherwise awarded by the State, must complete and submit to Caltrans the Iran Contracting Act Certification, certifying that it is not on the most current List, before the contract has been executed by the parties, unless the person is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d), before execution of the contract.

9. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

10. Executive Order N-12-23 – Generative Artificial Intelligence (GenAI) Technology Use and Reporting

- A. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.
- B. Bidder / Offeror must notify the State in writing if it:
 - 1) intends to provide GenAI as a deliverable to the State; or
 - 2) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:
 - a) functionality of a State system,
 - b) risk to the State, or
 - c) Contract performance.

Note: For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

- C. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.
- D. Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.
- E. Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

11. Standard Title VI/Nondiscrimination Assurances (DOT Order No. 1050.2A)

The California Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

12. Mandatory Organic Waste Recycling

The Contractor generating organic waste or commercial solid waste shall arrange for the recycling services required by this section in a manner that is consistent with State and local laws and requirements, including a local ordinance or local jurisdiction’s franchise agreement, applicable to the collection, handling, or recycling of organic waste and commercial solid waste. This requirement does not modify, limit, or abrogate the Contractor’s right to sell or donate its recyclable organic waste materials consistent with the requirements of Public Resources Code Sections 42649.8 et seq.

13. Submission of Proposal

- A. Proposals should provide straightforward and concise descriptions of the proposer’s ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements may be sufficient cause for rejection of a proposal or reduction in points/score during evaluation.

- B. The original proposal must be single sided and marked "ORIGINAL COPY". All documents contained in the original proposal package **must have original signatures** and **must be signed by a person who is authorized to bind the proposing firm**. All additional proposal sets may contain photocopies of the original package.
- C. Caltrans does not accept alternate Agreement language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC 04/2017) are not negotiable. The GTC 04/2017 may be viewed at Internet site: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.
- D. All proposals shall include the documents identified in this RFP's **Required Attachment Checklist, Attachment 6**. Proposals not including the proper "required attachments" may be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- E. Responses to this RFP shall be submitted in one (1) sealed package/envelope containing both the Technical Proposal – Original and one (1) pdf copy on a thumb drive, and Cost Proposal – Original and one (1) pdf copy on a thumb drive.
- F. Proposals must be submitted no later than **2:00 p.m., April 17, 2025**, and addressed as follows (reference **Section C1, Time Schedule**):
- 1) Proposals received after this time and date will be rejected and returned unopened.
 - 2) The proposal package/envelope must be plainly marked with the RFP number and title, your firm name, address, and must be marked with "DO NOT OPEN", as shown in the following example:

Agency/Firm Name Address RFP Number 43A0480 RFP Title: <u>Stormwater Public Education Campaign</u> DO NOT OPEN

- 3) Proposals not submitted under sealed cover and marked as indicated may be rejected. If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.
- G. Proposals must be submitted for the performance of all services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- H. Proposals (Technical and Cost) must be sealed and labeled (as instructed below). Mail or deliver package to the following location:

Mail or *deliver to:

Department of Transportation
Division of Procurement and Contracts
Attention: Laurie Noble
1727 30th Street, MS 65
Sacramento, CA 95816-7006

In the upper portion of the sealed mailing envelope, label outer package:

RFP Number 43A0480
RFP Title *Stormwater Public Education Campaign*
Firm Name:

DO NOT OPEN

*If your proposal is hand delivered, you must date- and time stamp it immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, proposals should be placed in the locked bid cabinet located below the time stamp. If the proposal package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the proposal package is too large for the locked bid cabinet, ask the security guard to call the Division of Procurement and Contracts (DPAC) reception desk at (916) 227-6000 to have your proposal package picked up by DPAC staff.

- I. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject a proposal that is not responsive, does not meet the technical standards, or is not from a responsible proposer, or may reject all proposals. Caltrans may also waive any immaterial deviation in a proposal. Caltrans waiver of immaterial defect shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if the proposer is awarded the Agreement.
- J. Costs for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- K. Only an individual who is authorized to contractually bind the proposing firm shall sign the **Proposal/Proposer Certification Sheet, Attachment 5**. The signature must indicate the title or position that the individual holds in the firm. The proposer's proposal may be rejected if the Proposal/Proposer Certification Sheet is not signed.
- L. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- M. A proposer may withdraw its proposal by submitting a written withdrawal request to Caltrans that is signed by the proposer or an authorized agent. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- N. Caltrans may modify the RFP up to the specified time of the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package. All addenda prior to the submission deadline are also posted on Cal eProcure at <https://caleprocure.com/pages/index.aspx>
- O. Caltrans reserves the right to reject all proposals for reasonable cause.
- P. Proposers are cautioned to not rely on Caltrans during the evaluation to discover and report to the proposer any defects and errors in the submitted documents. Before submitting their documents, proposers should carefully proof them for errors and adherence to the RFP requirements.
- Q. Where applicable, proposer should carefully examine work sites and specifications. Proposer shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- R. More than one (1) proposal or a proposal that includes various options or alternatives from an individual, firm, partnership, corporation or association under the same or different names, will be rejected. Reasonable grounds for believing that any proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all

proposals submitted by that proposer. If there is reason for believing that collusion exists among the proposers, none of the participants in such collusion will be considered in this or future procurements.

14. Evaluation Process

A. Format Requirements

- 1) At the time of proposal opening, each proposal will be checked for the presence and/or absence of required information in conformance with the submission requirements of this RFP. Proposals that do not provide requested information may be rejected as non-responsive.
- 2) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, shall be rejected.

B. Evaluation of Proposals

- 1) Caltrans will evaluate each proposal to determine its responsiveness to Caltrans needs. Proposals meeting the Minimum Qualifications will be further assessed by an evaluation committee. Technical Proposals and Oral Presentations of Proposers that are determined to be responsive will be rated by the evaluation committee using a consensus process. The Consensus scoring will be based on the scoring method listed below:

Evaluation Factor/Sub Factor Weight X Consensus Rating = Weighted Score
(as stated in the Criteria for Evaluation)

Consensus Rating (Range: 0-4)	Rating Definitions
4	Exceeded All Requirements
3	Partially Exceeded Requirements
2	Met All Requirements
1	Partially Met Requirements
0	Requirements Not Met

Factor/Sub Factor	Example only :	Weight	Consensus Rating	Weighted Score
	Contractor's Approach to Technical Work	2	X 3	= 6

2) Phase 1: Technical Proposal Evaluation

Proposals that are determined to be responsive and meet the proposal submission requirements will be evaluated and scored in accordance with **Criteria for Evaluation of Proposer's Technical Proposal, Attachment 7**.

3) Phase 2: Oral Presentation and Evaluation

Proposers will be contacted to schedule a date and time for the Oral Presentation. The Oral Presentations will be evaluated and scored in accordance with **Criteria for Evaluation of Proposer's Oral Presentation, Attachment 8**. It is anticipated that the Oral Presentations will be held in virtually.

4) Cost Proposal Evaluation

Cost Proposals that meet the proposal submission requirements will be evaluated and scored in accordance with **Criteria for Evaluation of Proposer's Cost Proposal, Attachment 9**.

- 5) The final proposal score will be the combined evaluation scores from the Technical Proposal, Oral Presentation, Cost Proposal, and any applicable preference points set forth in this RFP. The Agreement will be awarded to the Proposer with the highest combined score who meets the requirements outlined in this RFP, pending approval by Caltrans' Business Enterprise Program, of that proposal's satisfactory compliance of DVBE requirements, Small Business participation, and approval of any applicable Preference Programs set forth in this RFP.

C. Miscellaneous Award Issues

- 1) Caltrans does not negotiate rates and/or costs listed on any Cost Proposal submitted for the RFP.
- 2) If no proposals are received containing bids offering a price, which in the opinion of Caltrans is a reasonable price, Caltrans is not required to award an Agreement (Pub. Cont. Code Section 10344[d]).
- 3) The proposer is advised that should this RFP result in an award of an Agreement, the Agreement will not be in force and no work shall be performed until the Agreement is fully approved by Caltrans and the proposer is notified by the Contract Manager to begin work.
- 4) In the event of a precise tie, lots will be drawn to determine the successful proposer, or if applicable, the tie will be broken in accordance with Government Code 14838 (f).

15. Pre-Award Audit

Prior to award of the Agreement, a pre-award audit may be performed. The pre-award audit will be conducted in accordance with generally accepted governmental auditing standards as promulgated by the United States General Accounting Office. The scope of the audit will consist of such tests as the auditors consider necessary to assure that the proposal satisfactorily meets the requirements outlined in Items 1-3 below prior to execution of the Agreement. Upon completion of a pre-award audit, if, in Caltrans judgment, one or more of these requirements is not satisfactorily met, Agreement award may be canceled.

- A. At the time of the pre-award audit, the proposal must demonstrate through actual historical data that its accounting system is capable of accumulating and segregating reasonable, allocable and allowable costs. For new businesses, if actual historical data is unavailable or the accounting system is newly implemented, the system will be tested to determine whether the accounting system is adequate and, if necessary, recommend that an interim audit be performed. At a minimum, the proposal must have an accounting system that meets the following objectives:
- 1) The ability to record and report financial data in accordance with generally accepted accounting principles and the Code of Federal Regulations, Title 48, Federal Acquisition Regulations System, Chapter 1, Part 31.
 - 2) The ability to accumulate and segregate reasonable, allocable, and allowable costs through the use of a cost accounting system.
 - 3) A system of record keeping ensuring that costs billed to Caltrans will be supported by adequate documentation and in compliance with the terms of the Agreement and applicable Federal and State regulations.
 - 4) Procedures to retain accounting records and source documentation as required by the terms of the Agreement and applicable Federal and State regulations.

- 5) A system of internal control, which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported and corrected.
- B. The proposer must be financially capable of performing the work.
- C. The costs proposed must be reasonable.

16. Award and Protest

- A. The Agreement shall not be awarded until Caltrans has posted a Notice of intent to Award in a place accessible by the general public, including any internet site for at least five working days. Notice of Intent to Award shall be posted at Caltrans, 1727 30th Street, Sacramento, 95816 (1st floor Lobby display case), and on the following Internet site:
<http://www.dot.ca.gov/dpac/viewnoticesofintentoaward>.
- B. Any proposer who claims the State agency failed to follow the procedures specified in either subdivision (b) or (c) of PCC § 10344 has the right to formally protest the award of the Agreement, by filing a notice of intent to protest within five (5) calendar days of the notification of award.
 - 1) Once a protest is filed, the Agreement shall not be awarded until either the protest has been withdrawn or the State has decided the matter. Intent to protest and protests may be sent by certified mail, email, courier, or personal delivery to the following addresses:

Department of Transportation	Department of General Services
Division of Procurement and Contracts Attention: Bid, Protest, and Disputes Manager 1727 30th Street, MS 65 Sacramento, CA 95816 Phone Number: (916) 639-6322 Email: DPAC.Protest.Disputes.Terminations@dot.ca.gov	Office of Legal Services Attention: Bid Protest Coordinator 707 Third Street, 7th Floor, Suite 7-330 West Sacramento, CA 95605 Phone Number: (916) 376-5098 Email: OLSProtests@dgs.ca.gov

- 2) Within five (5) calendar days of filing the notice of intent to protest, the proposer must submit a detailed written statement specifying the grounds for the protest. The statement must clearly outline the basis for protest and be limited to the grounds specified in PCC 10345(b)(2). The protest must reference the solicitation number and include any supporting evidence. The protest must be sent to the same addresses above.
- C. Upon award of the Agreement, proposer must complete and submit to Caltrans the Payee Data Record (STD 204), to determine if the proposer is subject to State income tax withholding pursuant to California Revenue and Taxation Code Sections 18662. This form can be found on the Internet at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>. No payment shall be made unless a completed STD 204 has been returned to Caltrans.

17. Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a proposer's proposal, shall be held in the strictest confidence until the "Notice of Intent to Award" is posted. We recommend that you register the copyright for any proprietary material submitted.

18. Standard Conditions of Service

- A. Service shall be available no sooner than the express date set by Caltrans and the proposer, after all approvals have been obtained and the Agreement is fully executed. Should the proposer fail to commence work at the agreed upon time, Caltrans, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the proposer shall be liable to the State for the difference between proposer's proposal price and the actual cost of performing work by the second lowest proposer or by another Contractor.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. Antitrust Provisions
 - 1) In submitting a bid to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer (See Government Code Section 4552).
 - 2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid.
 - 3) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (See Government Code Section 4554).
- D. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.
- E. No oral understanding or agreement shall be binding on either party.
- F. If the proposer is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the proposer will be liable to Caltrans for actual damages resulting to Caltrans therefrom or ten percent (10%) of the amount proposed, whichever is less.

D) Special Program(s)

The following Special Program(s) are applicable to this RFP.

1. Disabled Veteran Business Enterprise (DVBE) Participation Requirements

A. DVBE Participation Program with Requirements

- 1) The required DVBE participation requirement for this RFP is **five percent (5%)**. The resultant contract is financed with State funds and subject to PCC, Section 10115 et seq., Military and Veterans Code, Section 999 et seq., and Title 2, California Code of Regulations (2 CCR), Section 1896.60 et seq., that provides contracting opportunities for qualified DVBEs certified by the DGS. The DVBE Incentive Program may also apply – see paragraph B, DVBE Incentive Program, below.
- 2) Proposer shall complete and submit the **Proposal/Proposer Certification Sheet (Attachment 5), Bidder Declaration, GSPD-05-105 (Attachment 3)**, and as applicable, the **Disabled Veteran Business Enterprise Declarations, DGS PD 843**. Proposer shall complete or collect DGS PD 843(s) when the following situations occur:
 - a. Proposer is DVBE (prime) contractor.
 - b. Proposer subcontracts with any DVBE firm. Proposer collects and submits with its proposal package a completed and signed DGS PD 843 from each of the DVBE subcontractor(s) listed on the GSPD-05-105.

For each certified DVBE Subcontractor listed on the Bidder Declaration, GSPD-05-105, the Proposer shall submit a copy of the quotes from each DVBE (on the DVBE's company letterhead) as **Attachment 4**, titled "Quotes from DVBE Subcontractors." as proof of commitment. Failure to provide required DVBE information will result in the bid being rejected as non-responsive.

- 3) Additional references: [Office of Small Business and Disabled Veteran Business Enterprise Services \(OSDS\)](#)

B. DVBE Incentive Program

- 1) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code, Section 999 et seq., and 2 CCR Section 1896.99 et seq., to encourage proposers to partner with DVBE subcontractors. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible proposer with the confirmed DVBE participation per the Tables in paragraph 3) below is eligible to receive the incentive. Proposers who are not responsive and responsible regardless of the amount of DVBE participation are not eligible to receive the incentive.
- 2) Caltrans will apply an incentive to proposals proposing the utilization of DGS Certified DVBE firms identified on the Bidder Declaration, GSPD-05-105. Information provided on the Bidder Declaration, GSPD-05-105 shall be verified by Caltrans prior to the award of the contract. The incentive points are equal to a percentage of the total possible points based on the amount of DVBE participation in the proposal being evaluated per the Tables below.
- 3) Tables for RFP

Required 3% Participation

Verified DVBE Participation	DVBE Incentive Amount
5% or more	5%
4.5% - 4.99%	4%

4.0% - 4.49%	3%
3.5% - 3.99%	2%
3.01% - 3.49%	1%

- 4) When applying the DVBE incentive a Non-SB shall not displace an award to a California Certified Small Business. Nor shall the DVBE incentive exceed five percent (5%) of the total possible available points.
- 5) Additional information: [Office of Small Business and Disabled Veteran Business Enterprise Services \(OSDS\)](#)

2. Small Business Enterprise or Microbusiness Preference

- A. Government Code Section 14835 et seq. requires that a five percent (5%) preference be given to proposers who qualify as a Certified SB or MB. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in 2 CCR 1896 et seq.
- B. To claim the SB or MB preference, the proposer must have its principal place of business located in California, satisfy all of the SB or MB requirements, and be certified by the DGS, Office of Small Business and Disabled Veteran Business Services (OSDS). If proposer is claiming the five percent (5%) certified SB or MB preference, complete the **Proposal/Proposer Certification Sheet, Section 16, (Attachment 5)** and attach a copy of your certification. Additionally, the proposer may satisfy the non-SB requirements described below.
- C. Pursuant to Government Code Section 14838 and 2 CCR 1896, if a proposer is not a certified SB but wishes to be eligible for the five percent (5%) "non-SB" preference, the proposer must subcontract at least twenty five percent (25%) of its net proposed price to one or more certified small businesses. If proposer is claiming the five percent (5%) "non-SB" preference, complete the **Proposal/Proposer Certification Sheet, Section 17, Attachment 5**, and complete Bidder Declaration form, GSPD-05-105, with the names of all certified SB firms being claimed for credit. Attach a copy of the subcontractor's Certified SB certificate for each SB subcontractor and a copy of all SB subcontractor's quote to the Bidder Declaration form, GSPD-05-105.
- D. Certified SB and MB bidder(s) shall have precedence over "Non-SB" proposers in the application of SB preference(s). Certified SB and MB bidder(s) shall have precedence over "Non-SB" proposers in the application of SB preference(s).
- E. SB Preferences may not be applied to any proposal deemed non-responsive with the solicitation instructions or from a responsible proposer.
- F. Questions regarding the certification approval process or SB program should be directed to DGS, OSDS at (800) 559-5529. For the 24-hour recording call (916) 375-4940, or submit E-mail requests to: OSDSHelp@dgs.ca.gov
- Additional References: [Office of Small Business and Disabled Veteran Business Enterprise Services \(OSDS\)](#)
- G. SB or MB proposers or proposers using the "Non-Small Business" preference shall be granted a preference consisting of five percent (5%) of the highest responsible proposer's total score if the highest scored proposal is from a non-certified SB or MB.

Attachment 1

Sample Cost Proposal Worksheet

Cover Page

TABLE 1 Total Costs* Per Task

Total Not-to-Exceed Costs for Task 1	\$
Total Not-to-Exceed Costs for Task 2	\$
Total Not-to-Exceed Costs for Task 3	\$
Total Not-to-Exceed Costs for Task 4	\$
Total Not-to-Exceed Costs for Task 5	\$
Total Not-to-Exceed Costs for Task 6	\$
Total Not-to-Exceed Costs for Task 7	\$
Total Not-to-Exceed Costs for Task 8	\$
Total Not-to-Exceed Costs for Task 9	\$
Total Not-to-Exceed Costs for Task 10	\$
Total Not-to-Exceed Costs for Task 11	\$
*Grand Total for this Agreement	\$

Notes: *Total Costs for Tasks Table 1 shall include Prime Contractor and all Subcontractors costs.

***TASK 6 shall not exceed \$200,000.00.**

***TASK 7B shall not exceed \$150,000.00.**

***TASK 11B shall not exceed \$25,000.00.**

***TASK 11E shall not exceed \$25,000.00.**

TABLE 2 Total Costs for Prime and Each Subcontractor

Prime Contractor (firm name) Total Not-to-Exceed Costs (for this Agreement)	\$
Subcontractor 1 (firm name) Total Not-to-Exceed Costs (for this Agreement)	\$
Subcontractor 2 (firm name) Total Not-to-Exceed Costs (for this Agreement)	\$
Subcontractor 3 (firm name) Total Not-to-Exceed Costs (for this Agreement)	\$
Grand Total*** for this Agreement	\$

Notes: *Grand Totals for Table 1 and Table 2 should match.

Attachment 1

Cost Breakdown for Task 1

Prime Contractor: (Firm Name)

Direct Labor Cost			
Personnel (name and title)	Hours	Rate* (per hour)	Total (Hours X Rate)
Staff Name - Project Manager	____ hrs. @	\$____	\$____
Staff Name - Clerical	____ hrs. @	\$____	\$____
Staff Name - Title	____ hrs. @	\$____	\$____
Staff Name - Title	____ hrs. @	\$____	\$____
Sub Total–Labor Cost	____ hrs.	N/A	\$____

*List titles and positions as applicable to fulfill the tasks and deliverables outlined in the Scope of Work.

Task 1 Other Direct Costs (except labor)	
Supplies	\$____
Travel	\$____
Other Direct Costs (itemize)	\$____
Sub Total–Other Direct Costs (except labor)	\$____

*Travel, transportation, and subsistence costs shall not exceed rates authorized to be paid to non-represented State employees under current California Department of Human Resources (CalHR) rules.

PRIME CONTRACTOR (Firm Name) Total Cost for Task 1	\$____
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Prime Contractor (Firm Name) Total Costs by Subtask for Task 1	
Not-to-Exceed Costs for Task 1A	\$____
Not-to-Exceed Costs for Task 1B	\$____
Not-to-Exceed Costs for Task 1C	\$____
Not-to-Exceed Costs for Task 1D	\$____
Not-to-Exceed Costs for Task 1E	\$____

Notes:

Attachment 1

Labor Rates shall include indirect costs (such as overhead, fringe, and any other items), fee/profit and any other applicable costs to be charged to Caltrans for this agreement. Rates should be rounded to the second decimal point prior to calculating the Total.

Attach additional Cost Proposal Worksheets in this format for Prime Contractor's costs for Tasks 2 and 3, Task 5, and Tasks 7 through Task 10. For Tasks 4, 6, and 11, see the sample cost proposal worksheets attached.

Add/Delete rows to tables above as applicable.

Sub-Task breakdowns shall be included in Cost Proposal Worksheets to account for each sub-task total. **Please make note of specific Sub-Task maximums on Cost Proposal Cover Page.**

Attachment 1

Cost Breakdown for Task 1

Subcontractor: (Firm Name)

Direct Labor Cost			
Personnel (name and title)	Hours	Rate* (per hour)	Total (Hours X Rate)
Staff Name - Project Manager	____ hrs. @	\$____	\$____
Staff Name - Clerical	____ hrs. @	\$____	\$____
Staff Name - Title	____ hrs. @	\$____	\$____
Staff Name - Title	____ hrs. @	\$____	\$____
Sub Total–Labor Cost	____ hrs.	N/A	\$____

*List titles and positions as applicable to fulfill the tasks and deliverables outlined in the Scope of Work.

Task 1 Other Direct Costs (except labor)	
Supplies	\$____
Travel	\$____
Other Direct Costs (itemize)	\$____
Sub Total–Other Direct Costs (except labor)	\$____

*Travel, transportation, and subsistence costs shall not exceed rates authorized to be paid to non-represented State employees under current California Department of Human Resources (CalHR) rules.

SUBCONTRACTOR (Firm Name) Total Cost for Task 1	\$____
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Subcontractor (Firm Name) Total Costs by Subtask for Task 1	
Not-to-Exceed Costs for Task 1A	\$____
Not-to-Exceed Costs for Task 1B	\$____
Not-to-Exceed Costs for Task 1C	\$____
Not-to-Exceed Costs for Task 1D	\$____
Not-to-Exceed Costs for Task 1E	\$____

Notes:

Attachment 1

Labor Rates shall include indirect costs (such as overhead, fringe, and any other items), fee/profit and any other applicable costs to be charged to Caltrans for this agreement. Rates should be rounded to the second decimal point prior to calculating the Total.

Attach additional Cost Proposal Worksheets in this format for Subcontractor costs for Tasks 2 through 3, Task 5, and Tasks 7 through 10. For Tasks 4, 6, and 11, see the sample cost proposal worksheets attached.

Add/Delete rows to tables above as applicable.

Sub-Task breakdowns shall be included in Cost Proposal Worksheets to account for each sub-task total. **Please make note of specific Sub-Task maximums on Cost Proposal Cover Page.**

Attachment 1

Cost Breakdown for Task 4

Prime Contractor: (Firm Name)

Direct Labor Cost			
Personnel (name and title)	Hours	Rate* (per hour)	Total (Hours X Rate)
Staff Name - Project Manager	____ hrs. @	\$____	\$____
Staff Name - Clerical	____ hrs. @	\$____	\$____
Staff Name - Title	____ hrs. @	\$____	\$____
Staff Name - Title	____ hrs. @	\$____	\$____
Sub Total–Labor Cost	____ hrs.	N/A	\$____

*List titles and positions as applicable to fulfill the tasks and deliverables outlined in the Scope of Work.

Task 4 Other Direct Costs (except labor)	
Supplies	\$____
Travel*	\$____
Other Direct Costs (itemize)	\$____
Sub Total–Other Direct Costs (except labor)	\$____

*Travel, transportation, and subsistence costs shall not exceed rates authorized to be paid to non-represented State employees under current California Department of Human Resources (CalHR) rules.

Media Costs (except labor)	
Media Buys*	\$____
Media Buy Mark Up	\$____
Sub Total–Media Costs	\$____

*Media Buy costs include the placement of messages in both traditional and digital channels such as online display ads, mobile ads, social media, online video, and digital/print out of home advertising such as billboards, bus shelters, transit stop posters, on transit (side of bus or train/light rail) or in airports, service kiosks, pole banners, bars and restaurants, shopping centers, and malls, as well as traditional media such as live traffic and news, radio, television, magazines, newspapers, and any non-digital advertisement placements.

PRIME CONTRACTOR (Firm Name) Total Cost for Task 4	\$____
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Attachment 1

Prime Contractor (Firm Name) Total Costs by Subtask for Task 4	
Not-to-Exceed Costs for Task 4A	\$_____
Not-to-Exceed Costs for Task 4B	\$_____
Not-to-Exceed Costs for Task 4C	\$_____

Notes:

Labor Rates shall include indirect costs (such as overhead, fringe, and any other items), fee/profit and any other applicable costs to be charged to Caltrans for this agreement. Rates should be rounded to the second decimal point prior to calculating the Total.

Attachment 1

Cost Breakdown for Task 4

Subcontractor: (Firm Name)

Direct Labor Cost			
Personnel (name and title)	Hours	Rate* (per hour)	Total (Hours X Rate)
Staff Name - Project Manager	____ hrs. @	\$____	\$____
Staff Name - Clerical	____ hrs. @	\$____	\$____
Staff Name - Title	____ hrs. @	\$____	\$____
Staff Name - Title	____ hrs. @	\$____	\$____
Sub Total–Labor Cost	____ hrs.	N/A	\$____

*List titles and positions as applicable to fulfill the tasks and deliverables outlined in the Scope of Work.

Task 4 Other Direct Costs (except labor)	
Supplies	\$____
Travel*	\$____
Other Direct Costs (itemize)	\$____
Sub Total–Other Direct Costs (except labor)	\$____

*Travel, transportation, and subsistence costs shall not exceed rates authorized to be paid to non-represented State employees under current California Department of Human Resources (CalHR) rules.

Media Costs (except labor)	
Media Buys*	\$____
Media Buy Mark Up	\$____
Sub Total–Media Costs	\$____

*Media Buy costs include the placement of messages in both traditional and digital channels such as online display ads, mobile ads, social media, online video, and digital/print out of home advertising such as billboards, bus shelters, transit stop posters, on transit (side of bus or train/light rail) or in airports, service kiosks, pole banners, bars and restaurants, shopping centers, and malls, as well as traditional media such as live traffic and news, radio, television, magazines, newspapers, and any non-digital advertisement placements.

SUBCONTRACTOR (Firm Name) Total Cost for Task 4	\$____
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Attachment 1

Subcontractor (Firm Name) Total Costs by Subtask for Task 4	
Not-to-Exceed Costs for Task 4A	\$_____
Not-to-Exceed Costs for Task 4B	\$_____
Not-to-Exceed Costs for Task 4C	\$_____

Notes:

Labor Rates shall include indirect costs (such as overhead, fringe, and any other items), fee/profit and any other applicable costs to be charged to Caltrans for this agreement. Rates should be rounded to the second decimal point prior to calculating the Total.

Attach additional Cost Proposal Worksheets in this format, as applicable, for each additional subcontractor.

Attachment 1

Cost Breakdown for Task 6

Prime Contractor: (Firm Name)

Direct Labor Cost			
Personnel (name and title)	Hours	Rate* (per hour)	Total (Hours X Rate)
Staff Name - Project Manager	____ hrs. @	\$____	\$____
Staff Name - Clerical	____ hrs. @	\$____	\$____
Staff Name - Title	____ hrs. @	\$____	\$____
Staff Name - Title	____ hrs. @	\$____	\$____
Sub Total–Labor Cost	____ hrs.	N/A	\$____

*List titles and positions as applicable to fulfill the tasks and deliverables outlined in the Scope of Work.

Task 6 Other Direct Costs (except labor)	
Supplies	\$____
Travel	\$____
Other Direct Costs (itemize)	\$____
Sub Total–Other Direct Costs (except labor)	\$____

*Travel, transportation, and subsistence costs shall not exceed rates authorized to be paid to non-represented State employees under current California Department of Human Resources (CalHR) rules.

Task 6 Event Advertising	
Sub Total Event Advertising **Not-to-Exceed \$200,000.00 (includes Prime and Subcontractor costs)	\$____

PRIME CONTRACTOR (Firm Name) Total Cost for Task 6	\$____
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Notes:

Labor Rates shall include indirect costs (such as overhead, fringe, and any other items), fee/profit and any other applicable costs to be charged to Caltrans for this agreement. Rates should be rounded to the second decimal point prior to calculating the Total.

Attachment 1

Cost Breakdown for Task 6

Subcontractor: (Firm Name)

Direct Labor Cost			
Personnel (name and title)	Hours	Rate* (per hour)	Total (Hours X Rate)
Staff Name - Project Manager	____ hrs. @	\$____	\$____
Staff Name - Clerical	____ hrs. @	\$____	\$____
Staff Name - Title	____ hrs. @	\$____	\$____
Staff Name - Title	____ hrs. @	\$____	\$____
Sub Total–Labor Cost	____ hrs.	N/A	\$____

*List titles and positions as applicable to fulfill the tasks and deliverables outlined in the Scope of Work.

Task 6 Other Direct Costs (except labor)	
Supplies	\$____
Travel	\$____
Other Direct Costs (itemize)	\$____
Sub Total–Other Direct Costs (except labor)	\$____

*Travel, transportation, and subsistence costs shall not exceed rates authorized to be paid to non-represented State employees under current California Department of Human Resources (CalHR) rules.

Task 6 Event Advertising	
Sub Total Event Advertising **Not-to-Exceed \$200,000.00 (includes Prime and Subcontractor costs)	\$____
SUBCONTRACTOR (Firm Name) Total Cost for Task 6	\$____

Notes:

Labor Rates shall include indirect costs (such as overhead, fringe, and any other items), fee/profit and any other applicable costs to be charged to Caltrans for this agreement. Rates should be rounded to the second decimal point prior to calculating the Total.

Attachment 1

Cost Breakdown for Task 11

Prime Contractor: (Firm Name)

Direct Labor Cost			
Personnel (name and title)	Hours	Rate* (per hour)	Total (Hours X Rate)
Staff Name - Project Manager	____ hrs. @	\$____	\$____
Staff Name - Clerical	____ hrs. @	\$____	\$____
Staff Name - Title	____ hrs. @	\$____	\$____
Staff Name - Title	____ hrs. @	\$____	\$____
Sub Total–Labor Cost	____ hrs.	N/A	\$____

*List titles and positions as applicable to fulfill the tasks and deliverables outlined in the Scope of Work.

Task 11 Other Direct Costs (except labor)	
Supplies	\$____
Travel*	\$____
Other Direct Costs (itemize)	\$____
Sub Total–Other Direct Costs (except labor)	\$____

*Travel, transportation, and subsistence costs shall not exceed rates authorized to be paid to non-represented State employees under current California Department of Human Resources (CalHR) rules.

Media Costs (except labor)	
Media Buys*	\$____
Media Buy Mark Up	\$____
Sub Total–Media Costs	\$____

*Media Buy costs include the placement of messages in both traditional and digital channels such as online display ads, mobile ads, social media, online video, and digital/print out of home advertising such as billboards, bus shelters, transit stop posters, on transit (side of bus or train/light rail) or in airports, service kiosks, pole banners, bars and restaurants, shopping centers, and malls, as well as traditional media such as live traffic and news, radio, television, magazines, newspapers, and any non-digital advertisement placements.

PRIME CONTRACTOR (Firm Name) Total Cost for Task 11	\$____
--	---------------

Attachment 1

Prime Contractor (Firm Name) Total Costs by Subtask for Task 11	
Not-to-Exceed Costs for Task 11A	\$_____
Not-to-Exceed Costs for Task 11B. Not to Exceed \$25,000 (includes Prime and Subcontractor Costs)	\$_____
Not-to-Exceed Costs for Task 11C	\$_____
Not-to-Exceed Costs for Task 11D	\$_____
Not-to-Exceed Costs for Task 11E. Not to Exceed \$25,000 (includes Prime and Subcontractor Costs)	\$_____

Notes:

Labor Rates shall include indirect costs (such as overhead, fringe, and any other items), fee/profit and any other applicable costs to be charged to Caltrans for this agreement. Rates should be rounded to the second decimal point prior to calculating the Total.

Attachment 1

Cost Breakdown for Task 11

Subcontractor: (Firm Name)

Direct Labor Cost			
Personnel (name and title)	Hours	Rate* (per hour)	Total (Hours X Rate)
Staff Name - Project Manager	_____ hrs. @	\$_____	\$_____
Staff Name - Clerical	_____ hrs. @	\$_____	\$_____
Staff Name - Title	_____ hrs. @	\$_____	\$_____
Staff Name - Title	_____ hrs. @	\$_____	\$_____
Sub Total–Labor Cost	_____ hrs.	N/A	\$_____

*List titles and positions as applicable to fulfill the tasks and deliverables outlined in the Scope of Work.

Task 11 Other Direct Costs (except labor)	
Supplies	\$_____
Travel*	\$_____
Other Direct Costs (itemize)	\$_____
Sub Total–Other Direct Costs (except labor)	\$_____

*Travel, transportation, and subsistence costs shall not exceed rates authorized to be paid to non-represented State employees under current California Department of Human Resources (CalHR) rules.

Media Costs (except labor)	
Media Buys*	\$_____
Media Buy Mark Up	\$_____
Sub Total–Media Costs	\$_____

*Media Buy costs include the placement of messages in both traditional and digital channels such as online display ads, mobile ads, social media, online video, and digital/print out of home advertising such as billboards, bus shelters, transit stop posters, on transit (side of bus or train/light rail) or in airports, service kiosks, pole banners, bars and restaurants, shopping centers, and malls, as well as traditional media such as live traffic and news, radio, television, magazines, newspapers, and any non-digital advertisement placements.

SUBCONTRACTOR (Firm Name) Total Cost for Task 11	\$_____
---	----------------

Attachment 1

Subcontractor (Firm Name) Total Costs by Subtask for Task 11	
Not-to-Exceed Costs for Task 11A	\$_____
Not-to-Exceed Costs for Task 11B. Not to Exceed \$25,000 (includes Prime and Subcontractor Costs)	\$_____
Not-to-Exceed Costs for Task 11C	\$_____
Not-to-Exceed Costs for Task 11D	\$_____
Not-to-Exceed Costs for Task 11E. Not to Exceed \$25,000 (includes Prime and Subcontractor Costs)	\$_____

Notes:

Labor Rates shall include indirect costs (such as overhead, fringe, and any other items), fee/profit and any other applicable costs to be charged to Caltrans for this agreement. Rates should be rounded to the second decimal point prior to calculating the Total.

Attach additional Cost Proposal Worksheets in this format, as applicable, for each additional subcontractor.

Attachment 2A

Key Personnel Hours Table must be submitted with Technical Proposal (Refer to RFP **Section C) 4, Technical Proposal Requirements, item A. 3), Personnel**).

1. Personnel: All Key Personnel of prime contractor and all subcontractors assigned to the contract and listed in the Proposer's Technical Proposal must be identified by **name, title and firm name** in the table below.
2. Proposer shall provide hours **assigned to key personnel (including key personnel of subcontractors) in format provided in the table below. Hours listed for key personnel on the table should hours listed for key personnel in the Cost Proposal.** Providing other units of measure does not satisfy this requirement. Failure to provide hours assigned to key personnel (including key personnel of subcontractors) per task may be sufficient cause for rejection of proposal.
3. Proposer may add/delete rows and columns as needed to the table below.

SAMPLE KEY PERSONNEL HOURS TABLE

[illegible]

Attachment 2B

Sample Reference Form

Each reference shall include the following information:

Name of firm/organization (Prime Contractor) that provided services:

Client firm/organization name and address:

Contact Name:

Title:

Email Address:

Phone Number:

Street Address:

Brief Description of the project, including services and deliverables:

Agreement term (dates):

Agreement Value/Cost:

Highlights relevant and applicable to this RFP:

Attachment 3

State of California—Department of General Services, Procurement Division
GSPD-05-105 (REV 08/09)

BIDDER DECLARATION

1. Prime bidder information (**Review attached Bidder Declaration Instructions prior to completion of this form**):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): or None (If "None", go to Item #2)
- b. Will subcontractors be used for this contract? **Yes** **No** (If yes, indicate the distinct element of work your firm will perform in this contract (e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE:
- (1) Are you a broker or agent? **Yes** **No**
- (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** **No** **N/A**

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. Attach additional pages, if necessary):

Subcontractor Name, Contact Person, Phone Number, and Fax Number	Subcontractor Address and Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
- (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number, and Fax Number—List each element for all subcontractors.

Subcontractor Address and Email Address—Enter the address and, if available, an email address.

CA Certification (MB, SB, NVSA, DVBE, or Non)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is not listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter **"N/A"** if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter **"Yes"** if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter **"No"** if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

Attachment 4

Quotes from SB or DVBE Subcontractors

Bidder shall attach copies of **SB or DVBE Subcontractors** quotes (on SB or DVBE's letterhead) from any SB or DVBE subcontractors listed on the form GSPD-05-105. Refer to instructions in RFP Section D), Items 1A2 and 2C).

Attachment 5

Proposal/Proposer Certification Sheet

Only an individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. This Proposal/Proposer Certification Sheet must be signed and returned along with all "required attachments" as an entire package with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. Our all-inclusive proposal is submitted in a sealed envelope marked "**Cost Proposal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation requirements.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.
- E. The signature and date affixed hereon certifies that this proposal is a firm offer for a 90-day period.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause for Proposal Rejection

1. Company Name	2. Telephone ()	2a. Fax Number ()
2b. Email Address:		
3. Address		
Indicate your organization type: 4. <input type="checkbox"/> Sole Proprietorship 5. <input type="checkbox"/> Partnership 6. <input type="checkbox"/> Corporation		
Indicate the applicable employee and/or corporation number: 7. Federal Employee ID No. (FEIN) 8. California Corporation No.		
Indicate applicable license and/or certification information: 9. Contractor's State Licensing Board Number 10. PUC License Number CAL-T- 11. Required Licenses/Certifications		
12. Proposer's Name (Print)		13. Title
14. Signature		15. Date
16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as: a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below:		
NOTE: A copy of your Certification is required to be included if either of the above items is checked " Yes ". Date application was submitted to OSDS, if an application is pending: _____		
17. Are you a Non-Small Business committing to the use of 25% Certified Small Business Subcontractor Participation? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, complete and return the Bidder Declaration form, GSPD-05-105 with your proposal.		

Attachment 5

Completion Instructions for PROPOSAL/PROPOSER CERTIFICATION SHEET

Complete the numbered items on the
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.
17	Check the applicable box. Complete and return GSPD-05-105 with your proposal.

Attachment 6

Required Attachment Checklist

A complete proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below are applicable to this RFP and must be returned, as instructed, or your proposal may be considered non-responsive. Return this checklist with your Technical Proposal package.

Note: Return this Checklist with the Technical and Cost Proposal package.

Technical Proposal and Attachments:

Attachments	Attachment Name/Description
_____	Technical Proposal as stated in this RFP (This shall be incorporated into the contract as Attachment 2)
_____	Contractor Certification Clauses (CCC 04/2017) The CCC 04/2017 must be downloaded on the Internet at https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language . Page one must be signed and submitted prior to the award of the Agreement.
_____	California Civil Rights Laws Certification, The California Civil Rights Laws Certification (DOT ADM-0076) must be downloaded at https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmId=DOTADM0076 .
_____	Darfur Contract Act Certification, The Darfur Contract Act Certification (DOT ADM-0077) must be downloaded at https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmId=DOTADM0077 .
_____	Required Attachment Checklist (RFP Attachment 6)

Attachment 6

Cost Proposal and Attachments:

Attachments	Attachment Name/Description
_____	Cost Proposal as stated in this RFP (RFP Attachment 1)
_____	Bidder Declaration, GSPD-05-105 (RFP Attachment 3)
_____	Disabled Veteran Business Enterprise Declarations, DGS PD 843, must be downloaded at https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf
_____	Quotes from SB/DVBE Subcontractors (RFP Attachment 4)
_____	Proposal/Proposer Certification Sheet (RFP Attachment 5)
_____	Required Attachment Checklist (RFP Attachment 6)

Attachment 7

Criteria for Evaluation of Technical Proposal

Technical Proposal Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
1. Introduction and Minimum Qualifications (4)				
Minimum Qualifications	1.0			
2. Project Management (4)				
Ability to effectively coordinate and manage activities and tasks described in the Scope of Work	1.0			
3. Personnel (20)				
Technical Staff Qualifications and Experience	5.0			
4. Qualifications and Experience (92)				
A. Developing, managing, marketing, and tracking public relations and advertising campaigns.	3.75			
B. Managing multi-million-dollar campaigns.	3.75			
C. Creative incorporation of ideas.	3.0			
D. Recruiting and establishing public and private partnerships to leverage resources.	2.0			
E. Ability to select, negotiate, secure, and place advertisements in various markets, including those targeted and Spanish audiences.	3.75			
F. Media buys and/or media buying house.	2.75			
G. Conducting market research.	2.5			
H. Water Board coordination.	1.5			
5. Work Plan and Work Schedule (175)				
A. Detailed work plan and schedule	5.0			
B. Contract oversight	1.0			
C. Public relations	2.75			
D. Media Buying	4.0			
E. Cost Effectiveness	4.5			

Attachment 7

Technical Proposal Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
F. Creative media and outreach	5.0			
G. Partnership development	2.0			
H. Advertising production/collateral	2.75			
I. Market research	2.5			
J. 7-12 school/event or Water Board Presentations	4.0			
K. Outreach events	2.5			
L. Effectiveness methodology	2.75			
M. Water quality crediting approach	5.0			
6. References (12)				
Relevant references with requested information	3			
7. Overall Quality of Technical Proposal (20)				
Responsiveness to RFP. Accuracy, completeness, clarity, format, organization, overall quality of proposal.	5			
Total Possible Points	327			
Total Actual Points				

Attachment 8

Criteria for Evaluation of Consultant Oral Presentations

Oral Presentation Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
A. Demonstrated an understanding of the Project Scope of Work	1.5			
B. Demonstrated experience, knowledge, and abilities to develop and effectively manage a multi-million-dollar media advertising campaign, including preparing media plans, advertising materials, purchase media flights, etc.	1.5			
C. Demonstrated past experiences and current abilities to select, negotiate, secure, and place advertisements in various markets.	1.5			
D. Demonstrated past and current experiences and abilities to form various partnerships, cooperatives, etc., to leverage resources.	1.5			
E. Provided a creative, organized, clear, concise oral presentations consistent with the Technical Proposal.	2			
F. Demonstrate past experience to reach targeted audience, including developing an educational curriculum for 7-12 audiences.	3			
G. Demonstrate experience and knowledge to effectively provide the State resolutions for behavioral change that leads to trash	3			
Total Possible Points	56			
Total Actual Points				

Attachment 9

Criteria for Evaluation of Consultant Cost Proposal

Cost Proposal Evaluation:	Maximum Possible Score	Total Points Awarded
Cost Points Calculation	165	

Lowest cost proposal will be awarded the maximum points. Other proposals will be awarded cost points based on the following calculation:

Points for Other Proposer = (Lowest Proposer's Cost / Other Proposer's Cost) X Maximum Possible Points

Total Possible (Cost Evaluation)	165 Points
Total Actual (Cost Evaluation)	

Total Possible (Technical Evaluation)	327 Points
Total Actual (Technical Evaluation)	

TOTAL POSSIBLE (ORAL PRESENTATION)	56 Points
TOTAL ACTUAL (ORAL PRESENTATION)	

GRAND TOTAL POSSIBLE (COST + TECHNICAL + ORAL)	548 Points
GRAND ACTUAL TOTAL (COST + TECHNICAL + ORAL)	

Attachment 10

Accounting and Audit Guidelines for Contracts with Caltrans

Introduction

The purpose of this brochure is to outline for you, a potential contractor with the California State Department of Transportation (Caltrans), the basic elements of an adequate accounting system, and the types and objectives of audits that will be performed in relation to your contract. In order to successfully compete for a contract and meet the audit requirements, a contractor (whether a prime or subcontractor) must have a system of record keeping and internal control. Although a specific cost accounting system is not required, a contractor needs a system which will assure compliance with the terms of the agreement. A pre-award audit may be performed to assure you meet these requirements prior to contract execution. If your system is deficient, the contract will not be executed.

Caltrans reimburses, through your overhead rate, the costs attributable to establishing and maintaining a cost accounting system.

Staff time and other costs related to an audit performed of your contract are also normally reimbursed through your overhead rate.

Accounting System

Contractors (whether a prime or subcontractor) planning to contract with Caltrans must have an accounting system which meets the following objectives:

- The ability to record and report financial data in accordance with generally accepted accounting principles.
- A system of record keeping ensuring that costs billed to Caltrans are:
 - Supported by adequate documentation.
 - In compliance with the terms of the contract and applicable Federal and State regulations specified in the contract.
- A system of record keeping which ideally includes the following:
 - a. A General Ledger
 - b. Job cost ledger
 - c. Labor distributions
 - d. Time records
 - e. Subsidiary journals
 - f. Chart of accounts
 - g. Financial statements
- The ability to accumulate and segregate reasonable, allocable (incurred solely for a project) and allowable (per terms of the contract) costs through the use of a cost accounting system. The following are some of the attributes which would ideally be found in such a system:
 - a. A chart of accounts which includes indirect and direct general ledger accounts. Indirect costs are not specifically identified to a project, for example, rent and/or utilities. Direct costs are specifically identified with a project, for example, drafting hours and/or design hours.
 - b. Segregation of costs by contract, category of cost and milestones (if applicable).
 - c. Proper recording of direct and indirect costs. For example, recording of labor costs should provide that non-project indirect hours be recorded on a timesheet and in the accounting records to an administration, vacation, sick leave or other indirect cost account/code. Direct project hours

Attachment 10

should be recorded on a timesheet and in the accounting records to a direct project cost account/code.

- d. Consistent accounting treatment of costs in recording and reporting. For example, if travel expense is charged directly to a project, all travel expense incurred on any project should be considered a direct cost. As a result, project related travel, whether reimbursable per the contract terms or not, should not be included as an indirect cost.
 - e. Ability to trace from invoices submitted to Caltrans to job cost records and original, approved source documents, for example, timesheets, vendor invoices, canceled checks.
 - f. Ability to reconcile job cost records to the accounting records.
- Compliance with cost principles described in the Code of Federal Regulations 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31. Information on how to obtain this regulation is described under "Audit Criteria" in this brochure.
 - Procedures to monitor and adjust projected overhead rates to actual rates.
 - Controls to ensure that written approval is obtained prior to any changes to the contract.
 - Procedures to retain accounting records and source documentation as required by the terms of the contract.
 - A system of internal control which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported, and corrected. The elements of a system of internal control should include, but not be limited to, the following:
 - a. Separation of duties for proper protection of assets. Incompatible duties are those that place any person in a position to both perpetrate and conceal errors or irregularities in the normal course of business. For example, the person who writes checks should be different from the person who reconciles bank statements and the person who purchases goods should be different from the person who receives goods.
 - b. Limiting access to assets to only authorized personnel who require these assets in the performance of their assigned duties. For example, blank check stock should be locked in a safe when not in use.
 - c. Authorization and record keeping procedures which provide effective accounting control over assets, liabilities, revenues, and expenditures.
 - d. A system of practices to be followed in the performance of duties and functions. Such a system normally includes policies and procedures which establish the purpose and requirements of the accounting system. For example, timekeeping practices should ideally provide for the following:
 - Timesheets be prepared, signed, and dated by all employees.
 - Timesheets be completed in non-erasable ink.
 - Timesheet corrections be crossed-out and initialed by the employee.
 - Timesheets be signed by a supervisor as reviewed and retained on file as required by the contract.
 - e. Personnel with skills and training commensurate with their responsibilities.
 - f. A system of internal review. For example, bank reconciliations and travel expense claims should be reviewed approved and signed by a supervisor.

Audits

Contractors, whether a prime or subcontractor, performing under a negotiated contract with Caltrans are subject to the following audits:

Pre-award Audits

Attachment 10

Prior to the award of a contract, the Caltrans Audits Office will conduct a pre-award evaluation to determine if the contractor's accounting system is adequate to accumulate and segregate costs as detailed in the previous section and to determine if the proposed costs are reasonable. It alerts both the contractor and Caltrans management to problems relative to the contractor's cost proposal and cost accounting system. Due to time constraints in the award process, your cooperation in scheduling the pre-award audit with short notice will expedite the execution of your contract.

Interim Audits

Interim audits are performed on an as needed basis. During the pre-award audit, if it is determined that the contractor's accounting system is new or minor deficiencies are noted, an interim audit is scheduled to determine that the system is functioning adequately to ensure that billed costs are supported and that any deficiencies were corrected. An interim audit may be requested by the contract administrator or by Caltrans management to address concerns during the course of the contract. Also, an audit manager may initiate an interim audit of a long duration contract to ensure that costs reimbursed to date are allowable.

Post Audits

Post audits of contracts are performed routinely after project completion. Post audits are performed to determine whether the costs claimed are allowable, allocable, reasonable, and in compliance with the Federal and State laws and regulations as well as the fiscal provisions stipulated in the contract. The examination includes reviews of applicable laws and regulations, the contract requirements and the contractor's system of internal controls. Audit tests of the contractor's accounting records and other auditing procedures considered necessary will also be made. Applications of all audit procedures would also be governed by the individual contract under audit. Unsupported or unallowable costs are normally the result of weaknesses in the accounting system and will be reimbursed to Caltrans.

Audit Criteria

For specific information regarding basic cost accounting systems and applicable State and Federal regulations, please see the following:

Code of Federal Regulations 48, Federal Acquisition Regulations System, Chapter 1, Part 31

This regulation contains cost principles and procedures for the pricing of contracts/subcontracts and the determination, negotiation, or allowance of costs. Contact:

Superintendent of Documents
Government Printing Office
Washington, DC 20402

(202) 783-3238

Attachment 10

California State Administrative Manual

A reference source for statewide policies, procedures, regulations, and information. Contact:

Documents and Publications
Office of Procurement
Department of General Services
P.O. Box 1015
North Highlands, CA 95660
(916) 973-3700

For review of the above references, contact your local library or the California State Library.

California State Library/Library and Courts Building
914 Capitol Mall
P.O. Box 942837
Sacramento, CA 94237-0001
Information: (916) 654-0261

For assistance in establishing an accounting system which will meet the objectives outlined in this brochure, you should contact an accountant and/or bookkeeper who is familiar with cost accounting systems.

Caltrans is an affirmative action employer. Equal opportunity is offered to all regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation, age or sexual orientation. Contractors that contract with Caltrans are responsible for taking necessary and reasonable steps to achieve these same goals.

Attachment 11
Proposed Form of Agreement

Note to Bidders: The following pages represent a sample of the Agreement that will be awarded, if any, from this **RFP**. Please review it carefully and present any questions in writing to the contact identified for this **RFP**.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

43A0480

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

June 30, 2025 (estimate) or upon DGS approval, whichever is later

THROUGH END DATE

June 29 2028 (estimate)

3. The maximum amount of this Agreement is:

TBD

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	27
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions (GTC 02/2025)	online
+ - Exhibit D	Special Terms and Conditions	9
+ - Exhibit E	Additional Provisions	5
+ - Attachment 1	Cost Proposal (attached upon award)	TBD
+ - Attachment 2	Technical Proposal (attached upon award)	TBD
+ - Attachment 3	Bidder Declaration (GSPD-05-105)	TBD

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

43A0480

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

TITLE

Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A
Consulting Services Agreement (State)

Scope of Work

1. The work to be performed under this Agreement shall be in accordance with Contractor's Cost Proposal dated (TBD), which is attached as **Attachment 1**, Contractor's Technical Proposal entitled *Stormwater Public Education Campaign* dated (TBD), **Attachment 2**, and the Scope of Work in this Agreement. Contractor's Cost and Technical Proposals are attached hereto and incorporated by reference. If there is any conflict between Contractor's Cost and Technical Proposals, on the one hand, and any other provisions of this Agreement, including, but not limited to Exhibits A, B, C, D, and E, and **Attachment 3**, on the other hand, the latter will prevail over Contractor's Cost and Technical Proposals
2. Contractor (hereinafter sometimes referred to as "Consultant") agrees to provide public relations, marketing, outreach, and community engagement consulting services to the California Department of Transportation ("Caltrans"), as described herein.
3. The services shall be performed statewide within the State of California.
4. This Agreement will commence on **June 30, 2025 (estimate)** or upon approval by Department of General Services (DGS), whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **June 29, 2028 (estimate)**. The services shall be provided during Monday through Friday and, in the delivery of certain tasks ("Tasks") and deliverables, some nights and weekends, and holidays. The parties may amend this Agreement as permitted by law.
5. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Transportation	Contractor: TBD
Section/Unit	Section/Unit
Caltrans Contract Manager:	
Address:	Address:
Phone:	Phone:
Email:	Email:

6. Personnel Provisions

Any key personnel that have been identified in Contractor's **Attachment 2, Technical Proposal**, whether by name or title, may be replaced only if approved in advance, in writing, by Caltrans Contract Manager and an amendment to the Agreement reflecting the personnel replacement is approved by DGS. All key personnel replaced by Contractor must meet the same minimum qualifications identified in the solicitation and agreement without any increase to rates as stated in **Attachment 1, Cost Proposal**. All replacement personnel must provide Caltrans Contract Manager with a resume. The resume for the replacement of

Exhibit A
Consulting Services Agreement (State)

key personnel will be attached to the Agreement amendment. The Contractor may engage subcontractors as part of the Contractor's team, but only as allowed under this Agreement, and only as identified by name in the Contractor's **Cost Proposal** and **Technical Proposal, Attachments 1 and 2**, respectively, and the **Bidder Declaration (GSPD-05-105)**, attached hereto and incorporated as part of this Agreement ("Subcontractors").

7. Background, Purpose, and Description of Services

A. Background

In general, California's inland waters should be drinkable, swimmable, and fishable, and its coastline water should be swimmable and fishable. However, studies have shown more than 70% of marine litter on our beaches comes from inland sources. Thus, the goal of the Stormwater Public Education Campaign is to educate the public on the need to reduce pollution in inland and marine waters that is introduced both directly into those waterways and indirectly by flowing off Caltrans roads and through its storm drain systems.

Caltrans manages more than 50,000 miles of California's highway and freeway lanes, from which stormwater can discharge into state waterways. Typically, stormwater picks up litter/trash and other pollutants that have washed off either vehicles or roadways during rain events. The polluted stormwater then makes its way through inlets and earthen or concrete ditches directly into the Caltrans' storm drain system network. The stormwater may also discharge directly into an adjacent jurisdiction's storm drain system, or to a stream, river, lake, before eventually discharging into the Pacific Ocean.

The "Protect Every Drop" campaign (June 2015 to June 2019) focused on educating the public around activities and behaviors that can reduce stormwater pollution, including trash, litter, illegal dumping, and other behaviors that can impact stormwater runoff from the State Highway System (SHS). In 2021, Caltrans continued to educate the public around stormwater pollution prevention but refreshed the campaign with a new name "Let's Change This to That" that highlighted the importance of changing incorrect behaviors to correct, pollution-preventing actions. In addition to educating Californians about reducing source pollution, the campaign also strived to enhance Californians' appreciation for all uses of our water resources and understand the "why" of that campaign. The "Let's" in the title implies that it is not any one single entity's responsibility to remediate source pollution, but rather let us all pitch in to combat source pollution. The campaign helped to make the connection between source pollution and the waterways, explaining the stormwater system and its functionality to residents.

Contractor shall provide professional services to Caltrans for the recent pollution-prevention, anti-litter stormwater public outreach campaign, "Let's Change This to That". This campaign will continue and expand campaign exposure that includes not only trash, illegal dumping, and securing vehicle loads but other stormwater pollutants of concern as well.

B. Purpose and Goals of the Contractor's Work

The purpose of this Agreement is to develop and execute a statewide campaign including collecting quantitative data to demonstrate impact and influence of the public, school children, and multiethnic audiences. A cohesive and integrated public relations,

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advertising and marketing campaign will need to issue information; influence attitudes; create awareness, interest, understanding, and support; motivate the public to take action; and change behaviors in ways that will lead to improved water quality of California's streams, rivers, lakes, and coastal waters.

Overall, the campaign aims to motivate Californians to change negative behaviors through public education about how their actions can protect and preserve receiving waters through reduction of multiple pollutants that can be transported via surface water flow, and their engagement through motivational messages that produce positive emotions and feelings.

More specifically, the campaign will:

- 1) Educate Californians about the sources and pathways of stormwater pollution (with a focus on trash/litter), and the impact of stormwater pollution on the quality of receiving waters.
- 2) Change general behaviors and habits of the traveling public to reduce litter, trash, and other stormwater pollutants in and around the SHS.
- 3) Deploy messages that will engage Californians in reducing pollution by having them understand how their actions will benefit them and the State of California.
- 4) Be a go-to source and one-stop shop for tips, resources, and educational materials related to reducing source pollution that can affect California's vulnerable waterways.
- 5) Work with local volunteer and business partners, clean water advocacy groups, and other stakeholders to establish a strong clean water, anti-litter culture by taking the Clean Water Pledge. (See <https://cleancalifornia.dot.ca.gov/partners> for examples.)
- 6) Connect and engage with historically disadvantaged and underserved communities and grassroots organizations in California to promote positive change relating to reducing source pollution within their communities.
- 7) Execute youth outreach programs that focus on impactful messaging and real-life experiences which can result in effective behavior change.
- 8) Increase awareness and education of issues stemming from source pollution, including pollutants of concern, among underserved communities throughout California.
- 9) Use outreach and engagement tactics to increase public knowledge and awareness of Caltrans' litter reduction efforts.
- 10) Maintain open and cooperative relationships with media outlets to improve community awareness of Caltrans' activities.
- 11) Use latest market research, focus groups, surveys, and input from pollution reduction advocacy groups to develop behavioral litter reduction campaign messages.
- 12) Establish relationships with community leaders to position Caltrans as a thoughtful leader in environmental stewardship.
- 13) Develop public and private partnerships that will result in local communities, government agencies, businesses, and other entities establishing (with Caltrans

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support) ongoing clean water awareness and outreach efforts. This can include encouraging creation and participation in regular clean-up and public education events (such as, but not limited to, the annual events organized statewide as part of the Earth Day each April and Coastal Cleanup Day each September.

- 14) Describe how to engage the State and/or Regional Waterboards.
- 15) Incorporate informative educational curriculum for Grades 7-12 audiences, and
- 16) Develop a strategy for Caltrans, in collaboration with the State Water Resources Control Board, to achieve stormwater treatment credits from public impressions or behavioral changes that have led to reduction in pollutants (i.e., trash) discharged into the impaired waters of the state.

The public education will also contribute towards the following Caltrans goals:

Safety First- This campaign works toward stopping pollution at its source, resulting in healthier communities and environment.

Stewardship and Efficiency- The approach of changing public behavior is the most cost-efficient way of stopping pollution at the source before the pollutant is released into the environment. Additionally, the campaign will be designed to use cost-effective media outreach methods.

Advance Equity and Livability in all Communities- Reducing pollutants that impact California's streams, rivers and lakes, this campaign will benefit everyone and improve the environment and water quality.

Enhance the Transportation Network- Key stakeholders and partners (e.g., state agencies, and other department divisions) will participate in the development of the campaign to ensure the best possible effect and outcome(s).

Cultivate Excellence- This educational campaign will directly communicate and raise public awareness.

C. Description of Services

The Contractor shall assist in the organization and implementation of statewide media campaigns, public relations activities, and outreach and community stakeholder engagement to promote the stormwater education and litter-reduction program including, but not limited to: Litter and recycling programs, volunteer programs, community outreach, grades 7-12 curriculum, and various partner campaigns with similar goals and missions to reduce litter and source pollution that can impair California's waterways.

The Contractor shall assist with the development of a strategy for Caltrans to achieve pollutant treatment credit (i.e., cubic yards of trash removed is equivalent to a specific number of acres treated) from impaired waters of the state based on impressions data collected from this campaign's surveys. As part of this effort, the Contractor shall conduct literature review of available state or national studies by stakeholders that developed a Public Education campaign to determine alternative strategies for pollutant removal from an impaired watershed. The Contractor shall be responsible for presenting the campaign's ongoing activities and public survey results to the State Water

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Resources Control Board in an effort to collaboratively establish the pollutant treatment credit strategy.

The Contractor shall provide a variety of communication services for Caltrans including public relations, advertising, and marketing activities to reach general and targeted audiences. Outreach and engagement services shall include awareness, interest, and support for litter reduction-themed campaigns including "Coastal Cleanup Day (Month)," "Earth Day (Month)" "World Water Day," "Plastic Free July," "World Wildlife Day," "Global Recycling Day," "National Walking Day," "America Recycles Day," "International Climate Action Day," "Clean Air Day," "National Dog Day," "World Ocean Day," and other similar statewide environmental preservation and source litter reduction campaign messages.

8. Evaluation and Acceptance

Contractor shall not commence performance of work or services on any tasks until it has been approved by the Caltrans Contract Manager. No payment will be due or made for any work performed prior to approval or after the period of performance of the tasks. Contractor must submit a written request for approval on any Agreement expenditures (including estimates), creative, advertising, deliverable performed, or other direct costs under this Agreement.

- A. If the Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Task, no payment will be made until the deliverable has been satisfactorily completed.
- B. The Caltrans Contract Manager or their designee may periodically review the content and quality of the Contractor's work to assess the progress and quality of the work. It is the responsibility of the Contractor to notify the Caltrans Contract Manager when the work is complete and ready for acceptance testing or review. Work is subject to inspection and approval by the Caltrans Contract Manager. The Caltrans Contract Manager shall have the ultimate responsibility and authority to determine whether the Contractor's satisfied the Contractor's duties and obligations under the Agreement, including whether the Contractor's work product and deliverables satisfied all the applicable Agreement requirements (including acceptance criteria or tests). Approval of work constitutes approval for payment and not transference or termination of Contractor's responsibility to perform work in accordance with the terms of the Agreement, and any work that needs correction shall be made at the Contractor's sole cost and expense and within a timely manner. Regardless of any prior inspections and acceptances of work during the term of this Agreement, all work is subject to final inspection and approval by the Caltrans Contract Manager or his/her designee.
- C. Failure to begin work and to complete work as required by this Agreement shall be considered grounds for termination of this Agreement for default in accordance with **Exhibit D, Section 2, Termination**.
- D. The Contractor shall maintain a complete project file for all tasks performed under the Agreement. This file shall be made available to the Caltrans Contract Manager or designees during normal work hours and a copy shall be transferred to Caltrans upon completion of work under the Task.

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9. Detailed Task Descriptions

As per the Stormwater Public Education Campaign Proposal, Contractor shall perform the following tasks, which offer a detailed description of the work to be performed and the duties of all parties. These tasks are not exclusive of each other and in some cases will be conducted sequentially or concurrently, as determined by the Caltrans Contract Manager in consultation with the Contractor. Tasks may not necessarily be requested or performed in the order presented. Services to be provided by the Contractor under this Agreement include:

A. Task 1: Administrative Execution and Oversight:

- 1) **Task 1A: Kick-Off Meetings, Campaign Proposal Review, and Contractor Work Plan/Work Schedule.** Key staff of the Contractor and key staff of the subcontractors' personnel, if any (collectively "Contractor Team"), shall lead a kick-off meeting with key members of the Sacramento Caltrans Headquarters Public Affairs Division Teams, which shall be held within two (2) weeks of the date of Notice to Proceed ("NTP") for the Agreement. Parties shall review and discuss the Stormwater Public Education Campaign in detail. Contractor shall review the work plan/work schedule as described in the **Technical Proposal, Attachment 2** ("Work Plan" and "Work Schedule," respectively), with the Contractor Team. Contractor shall address the Work Plan, budget, and Agreement milestones at a minimum.
- 2) **Task 1B: Weekly and Bi-Weekly Contractor Team Meetings.** Contractor shall maintain open lines of communication with Caltrans Contract Manager and be available and responsive throughout the term of the Agreement. Contractor shall participate in weekly check-in meetings with Caltrans, which may be done virtually, for a maximum of one-hundred and seventy (170) meetings for the duration of the Agreement. Contractor and Subcontractor(s) shall participate in bi-weekly meetings with Caltrans, which may be done virtually, for a maximum of eighty (80) meetings for the duration of the Agreement. Contractor and Subcontractor(s) shall prepare draft and final agendas and meeting summaries for all meetings with Caltrans. The agenda should identify topics/needs for discussion. Contractor shall prepare meeting summaries from all meetings that document relevant points that were raised, decisions made, action items addressed, and any outstanding items between this Contractor, Subcontractor(s), Caltrans Contract Manager, or his/her designee, no later than five (5) days after the meetings.
- 3) **Task 1C: Progress, Quarterly, and Annual Performance Reports.** Contractor shall prepare and submit quarterly, or as otherwise may be requested by Caltrans Contract Manager, a maximum of twelve (12) Quarterly Performance Reports (QPR), due one (1) month following each quarter of the Agreement year during the duration of the Agreement. For example, the QPR covering the first quarter of June 30th to September 30th would be due October 31st. The QPRs shall include an overview of progress made on each Task, including major accomplishments and challenges, upcoming work activities, budget status for each deliverable, and appropriate data that supports the progress of goals and objectives for each Task and as outlined in the Contractor Work Plan. QPRs shall include a list of activities conducted, such as significant media activities, status of Agreements and explanations for objectives not completed and any other statistical data in support of the Agreement goals. The data

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must include key performance indicators (KPIs) such as total website visits, page views, social engagement, click-throughs on digital advertisements, impressions, and reach, as well as evaluation of results (i.e., number of new partners, events conducted, materials distributed, interviews conducted, number of earned media gained, and additional free media through paid media campaigns). Contractor shall submit progress reports ("Progress Reports") monthly, or as otherwise may be requested by Caltrans Contract Manager. Contractor shall submit thirty-six (36) Progress Reports, which may be submitted with the Contractor's invoices. Progress reports shall include updates on tasks completed; tasks in progress; planned tasks; deliverables completed; budget status; any issues or challenges faced meeting budgets, timelines, and completing all tasks and deliverables; provide an overview of progress made on each Task, including the status of the effectiveness of tactics and outreach strategies implemented in the Work Pla. The Contractor shall deliver to Caltrans Contract Manager upon request the Contractor's master tracker of products, deliverables, and other assignments under this Agreement.

Caltrans will conduct three (3) Annual Performance Reports/Reviews (APR) of the Contractor. The purpose of the APR is to make sure the Contractor is following all Agreement provisions, terms and conditions, and that services are performed according to the quality, quantity, objectives, timeframes, and manner specified in the Agreement, as well as to track progress in meeting goals and objectives. The APR also serves to ensure sound program and financial practices that fulfill state and federal reporting requirements. Caltrans may request supporting documentation, including project status, budget requirements, information on other related outside agreements (other than this one), purchase orders and other accounting records. The financial review includes an examination of accounting and financial documents and issues related to the implementation and performance of the Agreement. Caltrans will provide a copy of the APR to the Contractor by June 29 of each Agreement year.

4) Task 1D: Reports: Final and Biannual Reports.

- a. The Contractor shall develop a final report by June 29, 2028 (Agreement end). This will include activities, media campaign results, conclusions, trends, findings, and future recommendations.
- b. A high-level report detailing results of the statewide media campaigns. Contractor shall measure effectiveness of statewide campaigns and its efforts to promote awareness by conducting and completing biannual awareness surveys which focus on behavioral shifts in actions and attitudes such as but not limited to:
 - I. Proportion of California motorists/residents who say they have seen or heard advertising about clean highways and clean waterways in the past six (6) months.
 - II. Unaided recall of messages about litter and keeping highways/the environment clean.
 - III. Percentage of respondents who report that knowing the connection between highways and waterways encourages them to maintain their vehicle properly and not litter or cause

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pollution on highways.

- c. Day After Litter Recall Survey to be conducted immediately following the completion of a media buy (wave). The survey will focus on behavioral and attitudinal shifts such as but not limited to:

- I. Littering either intentionally or accidentally.
- II. Caused something to accidentally fall on the ground and did not pick it up.
- III. Littered by tossing something on the ground no matter how small it may have been.

Results from each recall survey will be included in the next biannual report. This will include evaluating long-term tracking of campaign effectiveness, such as the Contractor comparing awareness statistics to previous recall surveys including the May 2024 final report from the prior "Let's Change This to That" campaign.

- 5) **Task 1E: Source Files.** Contractor shall provide Caltrans Contract Manager all source files for draft and final, approved deliverables, and all other work products produced under this Agreement, including work by Subcontractors. Source files include electronic files in their original, native software applications, as well as copies of electronic files for approved budget expenditures for media plans and other direct costs. Contractor shall provide two (2) sets of a complete collection of all source files.

Task 1. Administrative Execution and Oversight	Acceptance Criteria and Due Date
Task 1A: Kick- Off Meetings (3)	<ul style="list-style-type: none">• Shall be held within two (2) weeks of Notice to Proceed. Shall include key staff of the Contractor Team and key members of the Caltrans Headquarters Public Affairs Teams. Two (2) additional meetings will be held within two (2) weeks of the start of each Agreement year.• Parties shall review and discuss the Stormwater Public Education Campaign in detail.• Contractor shall present the Work Plan and Work Schedule, as submitted in the Technical Proposal, Attachment 2, detailing goals, strategies, and tactics to support public relations, media relations, outreach, and engagement efforts for the duration of the Agreement.• Establish management communication protocol, meeting schedules and expectations.• Review major points and action items at the end of the meeting, including a review of the deliverable

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	<p>timelines for the first year of the Agreement, as outlined in the Work Plan and Work Schedule from the Technical Proposal, Attachment 2.</p> <ul style="list-style-type: none">• Any revisions or updates to the Work Plan or Work Schedule shall be submitted to the Caltrans Contract Manager within seven (7) business days of any comments received. Any revisions shall not alter the Scope of Work, only refine specific details outlined in the Work Plan or Work Schedule in the Technical Proposal, Attachment 2.• A summary of kick-off meetings shall be submitted to the Caltrans Contract Manager no later than five (5) business days after meetings are held.
Task 1B: Communications (250)	<ul style="list-style-type: none">• Contractor check-in meetings, which may be done virtually, shall be scheduled in regular intervals, no less the once a week or as agreed upon by the Caltrans Contract Manager and Contractor. Maximum of 170 meetings.• Contractor and Subcontractor(s) shall participate in check-in meetings with Caltrans, which may be done virtually, no less frequently than every two (2) weeks or as agreed upon by the Caltrans Contract Manager and Contractor. Maximum of 80 meetings for the duration of the Agreement.• Contractor and Subcontractor(s) shall identify and create any agenda items for Caltrans to be discussed during the check-in meetings. Shall be submitted to the Caltrans Contract Manager two (2) business days prior to the meetings.
Task 1C: Progress, Quarterly, and Annual Performance Reports (12)	<ul style="list-style-type: none">• A maximum of 12 Quarterly Progress Reports (QPRs) shall be submitted to the Caltrans Contract Manager, or as otherwise may be requested by the Caltrans Contract Manager. Progress Reports may be submitted with the monthly invoices.• Progress Reports shall provide an overview of progress made on each task, including tasks completed, tasks in progress, planned tasks, deliverables completed, and any issues or challenges faced meeting budgets, timelines, and completing all tasks and deliverables.

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	<ul style="list-style-type: none"> • Progress Reports shall also include budget status for Caltrans. • QPRs are due to the Caltrans Contract Manager 30 days following the end of each quarter of the Agreement year for the duration of the Agreement. • QPRs shall include a list of all activities conducted, such as significant media activities, status of any related outside Agreements and explanations for any objectives not completed, and any other statistical data in support of Caltrans Agreement goals. • Annual Progress Reviews (APRs) will be conducted by Caltrans Contract Manager by June 29th of each Agreement year. Caltrans Contract Manager may schedule a call, virtual or onsite meeting to provide an overview of the APRs and allow the Contractor to respond.
Task 1D: Final and Bi-Annual Reports	<ul style="list-style-type: none"> • Contractor shall develop a final report by end of the Agreement on June 29, 2028.
Task 1E: Source Files	<ul style="list-style-type: none"> • Draft source files are due two (2) weeks after draft files are first submitted to the Caltrans Contract Manager for review. • Final source files are due two (2) weeks after final files are submitted to the Caltrans Contract Manager. • Source files include all work products produced under this Agreement, including work by Subcontractors. Source files include electronic files in their original, native software applications, as well as copies of electronic files for approved budget expenditures for media plans and other direct costs. Contractor shall provide two (2) sets of a complete collection of all source files to Caltrans.

B. Task 2 – Multicultural Outreach Strategy

- 1) **Task 2A. Establish New Partnerships.** Contractor shall develop collaborative partnerships (unpaid) that will result in local communities, government agencies, businesses, non-profits, and other entities establishing ongoing awareness and outreach to identified target audiences about reducing source pollution. Contractor shall establish a minimum of six (6) new collaborative partnerships (unpaid) with non-profits, community-based organizations, and other clubs and service organizations in Northern California, Bay Area, Central and Southern California each year of the Agreement to develop source-litter reduction content specific to identified target populations, reaching a minimum of 5,000 to 10,000 people. Contractor shall

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- demonstrate how it will build strategic partnerships that will maximize resources and increase messaging of source-litter reduction through trusted sources. Partnerships should include plans to evaluate informational materials and develop new messages that are developed specifically to serve the targeted audiences of partnering organizations. The collaborative partnerships (unpaid) shall create opportunities to develop culturally appropriate litter reduction messages that recognize and utilize the target audience's regional and cultural assets and knowledge. The partner organization and the target audience they serve shall have a role in the design and application of messaging and content developed. The Contractor shall, on an ongoing basis, continue to build strategic public and private partnerships that will help maximize resources, or create free added value, and increase the effectiveness of reaching underserved populations for both awareness and behavior changes.
- 2) **Task 2B. Outreach and Engagement Activities.** Contractor shall participate in a minimum of fifteen (15) outreach and engagement activities throughout the state each year of the Agreement, reaching a minimum of 20,000 people. Outreach and engagement activities shall prioritize historically underserved populations and communities outlined in Task 2A. Contractor shall research and propose events that Caltrans could participate in with an emphasis in historically underserved communities. Events can include volunteer and community cleanups, community beautification efforts like waterway restoration efforts, community, faith-based and cultural events, and city, county or regional events that are sponsored by litter reduction-advocacy groups, non-profits, or other stormwater and waterway stakeholders. Contractor shall design and implement interactive activities for events, as well as an informational booth set-up as appropriate. Events should provide opportunities for social interaction, relationship building, and information sharing about Caltrans programs and campaign. Contractor should connect with organizations who are already tied to target communities or currently providing services for target populations when proposing event participation. Contractor should consider events at public facilities such as, local sporting events, libraries, community centers, schools, parks, and neighborhood service centers that are welcoming and accessible for all participants.
- 3) **Task 2C. Grassroots Community Engagement Events.** Contractor shall closely coordinate with Caltrans on determining locations to hold grassroots community engagement events, identifying affected communities most significantly impacted by litter and pollution of waterways. Contractor shall conduct a minimum of three (3) Public Participation and Engagement Event with 2-3 strategies for each even (e.g., town halls, pop-up events, festivals, roundtables) each Agreement Year reaching a minimum of 150 people. Contractor shall submit one (1) summary report and photos for each event. The goal of the grassroots community engagement events is to generate public views and ideas to help inform Caltrans highway safety program planning. Contractor shall develop an agenda and activities for each event that makes sure members of the public are able to participate. Contractor shall make each age-appropriate engagement activity accessible to the target audience, including but not limited to coordination of, translation services, an accessibility contact to arrange any accommodations before an event and other Americans with Disabilities Act (ADA) accessibility measures. Contractor shall detail results of the

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engagement events in a summary report, including the accessibility measures implemented, a description of attendees and participants, including demographic data, feedback and responses from attendees, a summary of the stormwater anti-pollution issues covered, and other evaluation methods such as surveys completed, responses received, and comments submitted. Engagement activities must also include plans for broad outreach using multiple communications tools to reach a diverse set of stakeholders, as well as targeted outreach to identified affected communities.

Task 2 Work Products / Deliverables	Acceptance Criteria and Due Date
Task 2A: Establish New Partnerships	<ul style="list-style-type: none">• Develop six (6) new unpaid partnerships with non-profits, community-based organizations, and other clubs and service organizations in Northern California, Bay Area, Central and Southern California each year. Reach a minimum of 5,000-10,000 people with culturally appropriate litter reduction messages that recognize and utilize the target audience's regional and cultural assets and knowledge.• Outreach and engagement activities shall prioritize historically underserved populations and communities.
Task 2B: Outreach and Engagement Activities	<ul style="list-style-type: none">• Monthly and quarterly information submissions are required for inclusion in the Progress Report and the QPR submitted to Caltrans.• Emphasis in historically underserved communities.• Approximately 15 events should be conducted each Agreement year (June 30th to June 29th), reaching minimum of 20,000 people.• The Contractor shall obtain approval to participate in an activity from Caltrans Contract Manager at least two (2) weeks in advance and in writing, which may be by email. In some instances, Caltrans staff or the Caltrans Contract Manager may be available to staff events.
Task 2C: Grassroots Community Engagement Events	<ul style="list-style-type: none">• Contractor shall conduct a minimum of three (3) public participation and engagement Activities with 2-3 strategies for each activity (e.g., town halls, pop-up events, festivals, roundtables) each Agreement Year reaching a minimum of 150 people.• Each Public Participation and Engagement Activity Summary is due no later than one (1) month after completion of each activity.

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	<ul style="list-style-type: none">• The Contractor shall obtain approval to participate in an activity from the Caltrans Contract Manager at least one (1) month in advance and in writing, which may be by email. In some instances, the Caltrans staff and/or the Caltrans Contract Manager may be available to staff events.
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C. Task 3 – Statewide Stormwater Public Education Campaign Anti-Litter Awareness Presentations, Activities, and Materials

- 1) **Task 3A. Presentations to Teens:** Contractor shall develop and coordinate a minimum of twelve (12) presentations and other activities to reach teenagers statewide, reaching a minimum of 1,000 people each year of the Agreement. Events and activities should be conducted at locations such as high schools, youth summits, church groups, youth volunteer workshops, teen centers, community events, girl/boy scout troops, sports camps, summer camps, science camps, AVID and STEM programs. Educational presentations may be on the following stormwater anti-pollution topics: Pollutants of concern in waterways and how they affect water quality, effects of litter on the environment including effects on wildlife and native plants, how to organize a successful volunteer clean-up event and how to obtain volunteer creditable hours.
- 2) **Task 3B. Informational Materials:** Contractor shall develop and produce informational materials to promote stormwater anti-pollution messages that reach teens and older adults, including the top five languages spoken in California: English, Spanish, Chinese, Tagalog and Korean. Contractor shall develop new informational materials focused on teen and older driver safety. At a minimum, this includes brochures, tip cards, flyers, bookmarks, posters, videos, activity books, digital and printed assets including digital social media messaging kits, visual presentations in the form of a PDF, Microsoft PowerPoint, and lessons plans. Contractor shall evaluate materials, at a minimum, the start of every Agreement year and provide recommendations and updates for materials. The updates to informational materials may include new statistics and data, written copy, designs, logos, photos, and video.
- 3) **Task 3C. Social Media Content and Webpage Management:** Contractor shall, on an ongoing basis, maintain a list of contacts and shall continue to update the list as necessary when engaging with schools, school districts, educators, youth centers, and all organizations the Contractor reaches out to including locations such as teen presentations after-school centers, camps and activities. Contractor shall post content on Facebook, Twitter/X, Instagram, Threads, YouTube, and any additional social media platforms the Contractor recommends Caltrans utilize. The Contractor shall produce a minimum of six (6) informational graphics and/or videos to be shared on social media every year of the Agreement to promote awareness of the stormwater public education and anti-litter campaign. Contractor shall develop and post content in conjunction with state or national awareness weeks or months including, but not limited to, environmental awareness days/month: Coastal Cleanup Day, Earth Day, Clean Air Day, World Oceans Day, Cesar Chavez Day, Martin Luther King Jr Day, World Water Day, Arbor Day, American Wetlands Month, Endangered Species Day, World Environment Day, World Rivers Day, and

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International Day of Action for Rivers.

Contractor shall consider how to best integrate and/or coordinate social media content with Caltrans social media accounts, as well as Stormwater campaign partner accounts for maximum reach and exposure. Contractor shall monitor social media analytics and measure success of content using key performance indicators such as likes, comments, shares, impressions, reach and views and work with Caltrans to adjust social media plans accordingly.

Contractor shall also manage the program webpage, <http://CleanWaterCA.com/>, and include monthly updated content plan that aligns with media buy and relevant promotional days and volunteer cleanup opportunities.

- 4) **Task 3D. Partnership Development:** The Contractor shall, on an ongoing basis, build partnerships with all relevant entities serving teens to foster and enhance partnership participation. Contractor shall evaluate and report results, including number of new public and private partnerships, people reached, and events held through partnerships. Partnerships may include youth groups, after school centers, colleges, school districts, and other non-profits and agencies that offer teen programs and services.

Task 3 Work Products / Deliverables	Acceptance Criteria and Due Date
Task 3A: Presentations to Teens	<ul style="list-style-type: none">• Updates on the number of presentations and activities conducted, including any results, are due monthly and quarterly to Caltrans in conjunction with submittal of Progress Report and QPR. Approximately three (3) events shall be conducted each quarter of the Agreement year (January to December).• The Contractor shall obtain approval to participate in presentations from Caltrans Contract Manager at least two (2) weeks in advance and in writing, which may be by email. In some instances, Caltrans staff or Caltrans Contract Manager may be available to conduct presentations and activities.
Task 3B: Informational Materials	<ul style="list-style-type: none">• Due to Caltrans Contract Manager no later than two (2) weeks prior to scheduled presentations and activities.• Updates to informational materials are due to Caltrans Contract Manager no later than sixty days (60) after the start of each Agreement year.
Task 3C: Social Media Content and Webpage Management	<ul style="list-style-type: none">• Due to Caltrans Contract Manager no later than two (2) months after the notice to proceed.• Contractor shall provide updated list to Caltrans Contract Manager within one (1) month of the start of Each Agreement year (June 30th).

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	<ul style="list-style-type: none">• Informational graphics and/or videos due to Caltrans Contract Manager two (2) weeks before scheduled distribution dates.
Task 3D: Partnership Development	<ul style="list-style-type: none">• Updates on this Task, including the number of partnerships developed and results from partnerships (key performance indicators), are due monthly and quarterly to Caltrans Contract Manager in conjunction with submittal of Progress Report and QPR.• Measures of key performance indicators for successful establishment of partnerships include number of events held with partners, number of teens reached, number of informational materials created and published through work with partner.

D. Task 4 – Statewide Advertising Campaigns

- 1) **Task 4A. Statewide Advertising and Paid Media Plan:** Contractor shall organize and implement a comprehensive statewide advertising and paid media plan every year of the Agreement to promote Stormwater campaign anti-litter awareness. Contractor shall develop a detailed statewide advertising and paid media plan for all 12 Caltrans districts with a focus on the five (5) largest media markets (DMAs) of Sacramento, San Francisco Bay Area, Los Angeles, San Diego, Fresno/Central Valley to negotiate and place advertising in multiple mediums for Stormwater anti-littering messaging campaigns. In close coordination with Caltrans, Contractor shall develop creative messaging concepts across various innovative media such as online video, digital, social media, celebrity influencers (including youth influencers), service kiosks, video game streaming services, entertainment and music streaming services, out-of-home such as billboards, transit stop posters, and pole banners, as well as traditional media such as public service announcements (PSAs), news sponsorships, live traffic and news, radio, television, and paid public and private partnerships. The Contractor shall organize and oversee film productions for public service announcements, including scriptwriting, casting and cast management, set management and shooting, editing and post-production of the Stormwater public Education anti-litter campaign, and other campaigns to feature projects that support Stormwater campaign goals as well as testimonials from partners and community members featuring actors and real people. The media plan must outline the time periods the campaign will run, along with corresponding budget allocations and suggested communication mediums. The plan must include how the campaign flights will be evaluated and adjusted on a regular basis to make sure there is the most exposure that maximizes the budget. The Contractor shall include general market outreach (ages 18-49), targeted Hispanic (non-English speaking) and African American/ethnic media outreach, and targeted teenage, young-adult outreach (ages 13-24) in the media plan. The Contractor shall effectively incorporate Caltrans branding in all creative content. The plan, including messages, themes and promotional strategies, will cover the following Stormwater Campaign anti-littering issues and run in the following periods of every Agreement year:

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- “Let’s Change This to That” (or successor campaign)
 - Spring (March to May)
 - Summer (June to September) or
 - “Let’s Change This to That”—Fall/Winter (September to November)
- Special emphasis and considerations around environmental days such as:
 - World Wildlife Day, International Day of Action for Rivers, Global Recycling Day and World Water Day (March)
 - Earth Day, Arbor Day (April)
 - American Wetlands Month, Endangered Species Day (May)
 - National Trails Day, World Oceans Day (June)
 - Plastic-Free July (July)
 - Coastal Cleanup Day (September), World Rivers Day (September)
 - Clean Air Day (October)

The plan must also include a social media campaign to support any media launch event, ongoing events, and during the campaign period, including any cross promotion with media outlets. Contractor shall make a good faith effort to negotiate added value (free) and bonus advertising, as well as free promotional items paid by the advertiser to bolster Stormwater campaign anti-litter awareness efforts. Contractor shall comply with [Governor’s Memo 02-18-2011](#) that prevents state spending on promotional and marketing items.

- 2) **Task 4B. Social Media Content Calendar, Digital Content, and Informational Materials:** Contractor shall produce a minimum of sixteen (16) paid social media posts and thirty-six (36) earned/organic social media posts each Agreement year to increase clean stormwater tips and awareness. Contractor shall develop a year-round earned and paid social media content calendar to support Regional, State or National Day, Week or Month anti-litter awareness initiatives, as well as Holiday and seasonal periods where historically there is an increase in outdoor activities that might cause an increase of the potential to litter. Contractor shall use awareness days, weeks, and months to boost media attention, partnerships, and cross-promotional opportunities on social media. Contractor shall produce a library of informational material resources to promote stormwater anti-littering messaging in both English and Spanish, which may include brochures, fact sheets, videos, online and print graphics, newsletters, public service announcements (PSAs), and web content. Informational materials will promote positive behaviors covering a variety of anti-litter and conservation/preservation topics including but not limited to: Proper recycling, proper disposal of litter, Organic/green alternatives to chemical pesticides and over fertilization, importance of proactive car maintenance, picking up and proper disposal of pet waste, important alternatives to reuse green waste such as mulch for gardens and composting, information regarding proper and environmentally friendly car washing, pack in what you pack out while enjoying the outdoors messages, alternatives to single use plastics and other positive behaviors that benefit cleaner waterways and healthier environments for people and wildlife. The Contractor shall be responsible for making sure all informational materials are Americans with Disabilities Act (ADA)/Section 508 compliant, including compliance with California Government Code Sections [7405](#), [11135](#) and [11546.7](#), and the [Web Content Accessibility Guidelines \(WCAG\) 2.2](#) Level A and AA, or any concurrent

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versions, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a AA success criteria or higher. Contractor shall maintain final copies of all materials and provide to Caltrans Contract Manager as proof of performance of deliverables.

- 3) **Task 4C. Media Relations and Event Support:** Contractor shall assist with a minimum of two (2) every Agreement Year. For all statewide advertising and paid media campaigns as described in Task 4A, the Contractor shall prepare press releases, media advisories, media kits, talking points and digital alerts to garner media coverage and maximize public exposure of media messages. This may include the development and scheduling of media tours and/or roundtables and developing media materials. The Contractor shall also assist with arranging media coverage and coordination of events, such as arranging and securing a location to host events, obtaining rental equipment, setting up on the day of event, developing a program schedule and other event planning requirements, such as serving as campaign spokespeople or keynote speakers at the event as needed. The Contractor shall assist in staging all aspects of news conferences or similar media events. The Contractor shall develop a social media graphic that will be posted to all social media platforms and included in media pitches, as well as assist with live-streaming news conferences, media event promotion on social media, and taking photos and video to produce video (sizzle reels) and summary report recaps of news conferences, including any media coverage/attendance. The Contractor shall track media clips, social and digital media analytics and include all campaign metrics and activities in the QPR.

Task 4 Work Products / Deliverables	Acceptance Criteria and Due Date
Task 4A: Statewide Advertising and Paid Media Plan	<ul style="list-style-type: none">Contractor shall implement recommendations of Stormwater Public Education Campaign Proposal and Task 1A to develop statewide advertising and paid media plan that is submitted to Caltrans Contract Manager within thirty (30) days of notice to proceed.All creative assets are due to Caltrans no later than two (2) weeks prior to the start date of a statewide media campaign.Revised Media Plan shall be completed by Contractor and submitted to Caltrans Contract Manager within seven (7) business days of any comments received. Any revisions will not alter scope of work, only refine specific details outlined in the Media Plan.
Task 4B: Social Media Content Calendar, Digital Content, and Informational Materials	<ul style="list-style-type: none">All social media graphics, videos and written copy must be submitted to Caltrans Contract Manager for approval at least five (5) days prior to the publication date.

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	<ul style="list-style-type: none"> • All informational materials must be forwarded to Caltrans Contract Manager for approval at least five (5) days prior to the publication date.
Task 4C: Media Relations and Event Support	<ul style="list-style-type: none"> • Media Advisories, Press Releases and all social media assets developed are due to Caltrans Contract Manager at least five (5) days prior to the publication date. • The Contractor shall obtain approval to participate in an event from Caltrans Contract Manager at least two (2) weeks in advance and in writing. In some instances, Caltrans staff or Caltrans' Contract Manager may be available to staff events.

E. Task 5 – Coastal Cleanup Day (Month) September

- 1) **Task 5A. Coastal Cleanup Day (Month):** Contractor shall assist with the annual Coastal Cleanup Day (month) that takes place in September of each year. Caltrans is continuing the annual partnership with the [California Coastal Commission](#) that was first formalized through the anti-litter "Let's Change This to That" Stormwater education campaign. Participation for Coastal Cleanup Day (Month) will be one day (any day) during the month of September. California Coastal Cleanup Day (Month) is an annual beach and inland waterway cleanup event and is California's largest annual volunteer effort. Caltrans' Stormwater Public Education Campaign, "*Let's Change This to That*," has been a major sponsor for this important California event. In addition to the coast, Caltrans has over 12,000 structures and bridges above or alongside inland waterways. Every Caltrans district in the state can assist in the cleanup effort and prevent litter flowing from the inland waterways to the ocean as more than 70% of marine litter on our beaches comes from inland sources. Contractor shall assist all 12 Caltrans Districts statewide in September of every Agreement Year which includes but is not limited to creating/coordinating a volunteer cleanup event, arranging media coverage and working with local partners and community-based organizations. The Contractor shall also assist in media advisories, press releases, and media materials developed to promote Coastal Cleanup Day (Month) in each district, such as audio and printed messages, digital graphics, and social media.
- 2) **Task 5B. Recap Report:** The Contractor shall provide a recap report of the Caltrans Coastal Cleanup Day (Month) every Agreement year, including activities, attendance, media coverage, and detailed evaluation metrics of any earned and paid media.

Task 5 Work Products / Deliverables	Acceptance Criteria and Due Date
Task 5A: Coastal Cleanup Day (Month)	<ul style="list-style-type: none"> • All related media advisories, press releases, and media materials must be provided to Caltrans Contract Manager for approval at least two (2) weeks prior to the distribution date.

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	<ul style="list-style-type: none"> The Contractor shall obtain approval to participate in an event or program from the Caltrans Contract Manager at least one (1) month in advance and in writing. In some instances, Caltrans staff or the Caltrans' Manager may be available to staff the event.
Task 5B: Caltrans Workers Memorial Recap Report	<ul style="list-style-type: none"> Due every Agreement year within sixty (60) days of the conclusion of Caltrans Workers Memorials. Contractor shall submit the recap report for approval to the Contract Manager at least five (5) days before the report due date.

F. Task 6 – Paid Event Advertising

Stormwater Education Campaign “Let’s Change This to That” Paid Event

Advertising: Contractor shall identify and establish paid event advertising with sports and event venue partners, regional and/or national sports broadcast stations and websites, as appropriate, to promote “Let’s Change This to That” Stormwater education anti-litter campaign efforts. “Event Advertising” for the purpose of this Agreement means paid advertising in connection with concert, entertainment, event and sports venues, public and private companies, regional/national sports networks and websites, including minor league, collegiate and professional sports teams. The Contractor shall not exceed \$200,000 (two-hundred thousand) over the duration of the Agreement. The not-to-exceed \$200,000 budget shall be used to establish event advertising that includes the following deliverables: in-venue and out-of-venue digital and static signage, video board and in-venue video messages/PSAs, in-venue and out-of-venue digital stormwater campaign logos and messaging, digital advertising such as emails, digital banners, venue website navigation messaging placement, mobile app notifications and digital graphics, social media posts, radio messages and other website content, such as dedicated landing pages with stormwater information. Event advertisements in a not-to-exceed \$200,000 budget shall also include a minimum of three (3) and a maximum of twenty-five (25) in-person tabling sessions. Contractor shall make concerted effort to maximize resources and obtain additional added-value (free) media placement opportunities and promotions for ongoing awareness and outreach efforts. Event advertisements must also include quarterly Progress Reports and a final report from the partner on activities, project outcomes and documentation of deliverables. Event advertisements must also include measurements of message effectiveness, such as inclusion in a vendor’s brand awareness and message recall survey.

Task 6 Work Products / Deliverables	Acceptance Criteria and Due Date
Task 6: “Let’s Change This to That” Stormwater Education Anti-Litter Campaign	<ul style="list-style-type: none"> Event advertisements shall not exceed \$200,000 (two-hundred thousand) over duration of the Agreement for the following deliverables: in- and out-of-venue digital and static signage, video board and in-venue video messages/PSAs, in-venue and out-of-venue digital stormwater campaign logos and messaging, digital advertising such as emails, digital banners, venue

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	<p>website navigation messaging placement, mobile app notifications, digital graphics, social media posts, radio messages, in-person tabling sessions, website content such as dedicated landing pages with stormwater information, quarterly Progress Reports, a final report on activities that includes measurements of campaign effectiveness such as inclusion in a partner's brand awareness and recall survey.</p> <ul style="list-style-type: none">• Activity details for in-person tabling sessions are due to Caltrans within one-hundred and twenty (120) days of event advertisement start date.• All event advertisements and other collateral assets are due to Caltrans for review no later than ten (10) days before publication/event date.• Any updates or changes to assets must be delivered to Caltrans no later than seven (7) days prior to publication date.
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G. Task 7 – Media Relations, Public Affairs, Graphic Design, and Video Support

- 1) **Task 7A. Media Relations and Public Affairs Support:** Contractor shall identify a minimum of five (5) and a maximum of twenty-five (25) subscription-based publications to publicize stormwater related articles for research and news clips needs and schedule a minimum of five (5) and a maximum of twelve (12) guest speaker or keynote speaker roles at regional or local events each Agreement year. Contractor shall subscribe to a News Clipping service to monitor earned and paid media related to or of interest to Caltrans Stormwater Program in print and broadcast media clips/articles, pitch segments for public affairs and broadcast station interviews, podcasts, and work with media outlets to provide earned media opportunities to discuss anti-litter and Stormwater preservation issues. Contractor shall identify ethnic and non-traditional news sources, including but not limited to, neighborhood papers, blogs, and online community forums, to pitch targeted anti-litter messages and content such as editorials and other monthly anti-litter thematic articles highlighting initiatives. Contractor shall review and update statewide media lists for news release distribution, draft news releases, talking points and in some cases serve as Caltrans spokespersons for interviews. Contractor shall provide media analytics reports, including circulation and distribution numbers, as well as any monetary value gained as "added value." "Added value" is defined as extra exposure through additional viewership, readership or listeners that is not paid for. Guest or keynote speaker roles may include but are not limited to Caltrans Headquarters Executives and District Directors and Division of Maintenance leaders, Stormwater Program leads, partner CEOs for related conferences and meetings, neighborhood meetings, local businesses, trade groups, colleges, schools, Parent Teacher Association (PTA) or Homeowner Association (HOA) meetings, Boy or Girl Scouts groups/events, youth groups, faith-based organizations, to discuss Caltrans and the Stormwater Education Campaign anti-litter initiatives.

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- 2) **Task 7B. Graphic Design and Video Support:** Contractor shall produce graphics, video, print materials, digital materials, newsletters and other creative elements through graphic design and video production to support the Caltrans Stormwater Education Campaign anti-litter messages. Graphic design and video support shall be for all Tasks in Agreement not to exceed \$150,000 (one-hundred-fifty thousand dollars) over duration of Agreement as outlined in cost proposal worksheet.

Task 7 Work Products / Deliverables	Acceptance Criteria and Due Date
Task 7A: Media Relations and Public Affairs Support	<ul style="list-style-type: none">• Due to Caltrans within thirty (30) days of start of Agreement Year (starting with June 30th, 2026). Contractor shall evaluate each previous Agreement Year, existing subscriptions, and update or add subscriptions based on need for media monitoring and in consultation with Caltrans Contract Manager.• Speaking roles shall be spread throughout the Agreement year, with approximately one to two (1-2) speaking roles in each quarter for Caltrans. Due monthly and quarterly in conjunction with submittal of Progress Reports and QPRs.• Minimum of five (5) guest speaker or keynote speaker roles for Caltrans scheduled at regional or local events each Agreement year. Media analytics reports are due monthly, no later than the fifth (5th) day of every month of the Agreement, to Caltrans Contract Manager
Task 7B: Graphic Design and Video Support	<ul style="list-style-type: none">• Due to Caltrans Contract Manager no later than five (5) days before planned distribution date. Deliverables shall be tracked, including budget status, and have progress updates reflected in the submittal of Progress Reports and QPRs to Caltrans Contract Manager.

H. Task 8 – Department Publication Support

Task 8A. Department Publications and Manuals: Contractor shall provide content for editing, designing, and printing the Stormwater anti-litter campaign publications including the Annual Report. Contractor shall facilitate remediation services to make the Annual Report and all other publications Americans with Disabilities Act (ADA) compliant, including compliance with California Government Code Sections [7405](#), [11135](#) and [11546.7](#), and the [Web Content Accessibility Guidelines \(WCAG\) 2.2](#), or any concurrent versions, as published by the Web Accessibility Initiative of the World Wide Web Consortium at AA success criteria or higher. Contractor shall assist in the development and remediation of the Stormwater Program publications including any other internal or external publications each Agreement year such as articles or editorials for digital, print or on-line publications.

Task 8 Work Products / Deliverables	Acceptance Criteria and Due Date
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Task 8A: Department Publications and Manuals	<ul style="list-style-type: none"> • Due to the Stormwater Contract Manager no later than sixty (60) days after submission of Department Plans. • Annual Report: Due May 30 of each Agreement Year. • Program Manuals, Policies, and Procedures are due to Caltrans no later than thirty (30) days before publication date.
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I. Task 9 – Promotional Opportunities

Task 9A. Promotional Contests: Contractor shall develop a minimum of one (1) stormwater promotional contest each Agreement Year. Contractor shall develop promotional contests focused on anti-litter and environmental preservation initiatives such as a promotional poster contest, trash as art contest, clean up event volunteer awards for students or partners, social media video contest showcasing positive anti-litter results and efforts in local communities, or a Stormwater Pledge Contest. Contractor shall organize and oversee all aspects of the contest, including the development of a submission page, contest rules, outreach, and social media strategy to execute contest, as well as the negotiation of prizes provided courtesy of paid media partners. All contest promotions, including rules, graphics and other content used to promote contest, must include language that clearly specifies who is paying for and providing the contest prizes. All content should have a disclaimer stating “All prizes provided courtesy of (COMPANY OR ORGANIZATION NAME).” Contractor shall use earned media to promote contest as well as pitch coverage of contest winner and prize recognition as part of contest’s added value (free) prize provided by paid media partners. Contractor shall make concerted effort to leverage paid partnerships for promotional contests related to Stormwater anti-litter campaign, including the purchase of prizes that are unallowable costs with state and federal funds. See Task 4A for restrictions on purchase of promotional items with state or federal funds. Contractor shall provide media analytics and summary reports, including circulation and distribution numbers of earned and paid media, as well as any monetary value gained as “added value,” following the contest period, including number of entries, website visits, and key performance indicators that serve as measurements of the contest reach.

****NOTE: FUNDS FROM THIS AGREEMENT CANNOT BE USED FOR PRIZES.**

Task 9 Work Products / Deliverables	Acceptance Criteria and Due Date
Task 9A: Promotional Contests	<ul style="list-style-type: none"> • Contest elements including graphics, artwork, website design, printed materials, rules, and eligibility are due to Caltrans at least (2) two weeks before start of promotional period. A summary draft of contest elements shall be presented to Caltrans in bi-weekly meeting ahead of contest period start date detailing components of contest. • Media analytics and summary reports are due to Caltrans thirty (30) days after the conclusion of the contest period.

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J. Task 10 – Research and Development

- 1) **Task 10A. Focus Groups:** The Contractor shall be responsible for developing research components, including the identification of appropriate messaging to test, recruitment for focus groups and coordination of testing and solicitation of feedback on advertising concepts or messages developed, analyzing results, and developing a final report with findings and recommendations. The Contractor shall conduct a combined minimum of three (3) and a maximum of five (5) focus groups or surveys every Agreement Year for new or existing/previous advertising concepts or messaging developed. A minimum of one (1) focus group and maximum of two (2) focus groups shall be for new or existing/previous Caltrans “Let’s Change This to That” advertising concepts or messaging developed. Focus groups may be online, in-person or a combination of both. The Contractor shall include a baseline awareness survey of perceptions and knowledge of anti-litter issues within the selected target audiences for the campaign, as well as survey results of perceptions and attitudes of tested messages to track awareness/attitudinal/behavioral changes. The awareness results shall be used to allow direct comparisons to the results of the baseline survey to track changes over time.
- 2) **Task 10B. Market Research:** Contractor shall conduct pre, during, and post campaign market research which includes identification of campaign target audience, public awareness attitude survey, appropriate messaging, and strategies to convey messaging to different audiences. Contractor shall provide pre- and post-market research for each paid media campaign every Agreement Year as identified in Task 4. Market research conducted should be reflected in each Paid Media plan.

Task 10 Work Products / Deliverables	Acceptance Criteria and Due Date
Task 10A: Focus Groups	<ul style="list-style-type: none">• Focus groups shall be conducted at least three (3) months before the start of a paid media campaign period. Conduct a combined minimum of three (3) and a maximum of five (5) focus groups or surveys every Agreement Year for new or existing/previous advertising concepts or messaging developed.• Final report for each Focus Group conducted shall be due to Caltrans thirty (30) days after the conclusion of focus groups and surveys. When conducting Focus Group for the “Let’s Change This to That” campaign, the final report shall be due to Caltrans thirty (30) days after the conclusion of focus groups and surveys.

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Task 10B: Market Research	<ul style="list-style-type: none">• A premarket research report is due to Caltrans Contract Manager at least sixty (60) days before the start of a paid media campaign period.• A post market research report is due to Caltrans Contract Manager measuring results and effectiveness of media campaigns no later than ninety (90) days following the conclusion of the paid media period. When conducting Focus Group for the “Change This to That” campaign, the post market research report is due to Caltrans no later than ninety (90) days after the conclusion of focus groups and surveys.
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K. Task 11 – Diversity, Equity, and Inclusion (DEI) Efforts, Translation Services

- 1) **Task 11A. Equity Media Toolkit:** Contractor shall develop an Equity Media Toolkit for Caltrans and hold a minimum of one (1) and maximum of six (6) meetings with a minimum of three (3) and maximum of ten (10) stakeholder groups, such as CBOs, non-profits, or advocacy groups in underserved communities to solicit feedback and input on Equity Media Toolkit images, graphics, and messages. The Equity Media Toolkit shall be reviewed and updated a minimum of one (1) and maximum of three (3) times every Agreement Year. The Equity Media Toolkit should raise awareness about the disproportionate risk certain demographics face from stormwater pollution. The toolkit shall include social and digital graphics and captions, videos, fact sheets and other informational materials that may be used by partnering organizations and Stormwater anti-litter campaign stakeholders. Contractor shall use evaluation methods to track the use of the Equity Media Toolkit and organize groups of stakeholders to provide feedback and edits for the Toolkit.
- 2) **Task 11B. Translation Services:** Contractor shall provide translation services to develop videos and other informational materials and digital content for Caltrans into a minimum of three (3) and a maximum of twelve (12) most spoken languages in California outside of English and Spanish. Contractor shall conduct an audit of all media materials developed a minimum of one (1) and a maximum of six (6) times every Agreement Year. Language translation shall be based on current U.S. Census data for most spoken languages. (As of 2020 California Complete Count, they are Chinese – including Cantonese and Mandarin – Vietnamese and Tagalog – including Filipino). Contractor shall develop materials with inclusive language and cultural images relevant and culturally appropriate for target population. Contractor shall leverage translation services to use the content developed for paid media in languages other than English and Spanish as outlined in Task 2A. Contractor shall propose any updates to translated materials. Contractor shall evaluate materials to update based on number of digital downloads and printed materials utilized the most. Deliverables of Task are not to exceed \$25,000 (twenty-five thousand) over the duration of Agreement as outlined in cost proposal worksheet.
- 3) **Task 11C. Non-Traditional Partnerships:** Contractor shall establish a minimum of one (1) and a maximum of twelve (12) new, non-paid partnerships in each region of California with trusted community-based organizations and local leaders by the end

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of the first Agreement Year. "Each region of California" is defined as the [Census 2020 Regions](#) (Superior California, North Coast, San Francisco Bay Area, Northern San Joaquin Valley, Central Coast, Southern San Joaquin Valley, Inland Empire, Los Angeles County, Orange County, and San Diego – Imperial). "Non-traditional partnerships" could include places of worship, Consulates, food banks, motorcycle/bike clubs, local businesses, event centers, welfare or social services organizations, business groups or associations, environmental advocacy groups, or any group serving populations in historically disadvantaged communities or identified in the Statewide Multicultural Plan described in the Contractor's Stormwater Public Education Campaign Proposal. Contractor may also Identify companies and industries not normally associated with Stormwater Anti-litter messaging who could help amplify Stormwater Anti-litter messages. For example, the National Urban League, Gay & Lesbian Alliance Against Defamation (GLAAD) and other minority-based industry and trade association groups.

- 4) **Task 11D. Ethnic Communications and Marketing Plan:** Contractor's Communications and Marketing Plan, as outlined in the Contractor's **Technical Proposal, Attachment 2**, shall cover each Agreement year and engage diverse communities for a minimum of one (1) and a maximum of twelve (12) new media campaigns focused specifically on ethnic media each Agreement Year. This should be updated for each new approaching Agreement year. Ethnic communications and media should focus on target audiences such as Asian-American Pacific Islander (AAPI), African American, American Indian/Alaskan Native, Hispanic, Middle Eastern or Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ) outlets and publications. Ethnic Communications and Marketing Plans shall outline messaging concepts and tactics across various ethnic media such as online video, digital, social media, ethnic radio, television and paid public and private partnerships with organizations who work specifically with target audience. Contractor shall work in close coordination with publications, media outlets, and organizations to make sure messaging is appropriate for the culture and representative of the target audiences.
- 5) **Task 11E. Additional Multi-Lingual Materials:** Contractor shall engage with multi-lingual community members and organizations to identify anti-litter concerns and informational material needs. Contractor shall develop equity best practices, guidelines, and a library of resources on inclusive stormwater campaign messaging, such as the Equity Media Toolkit. Contractor shall regularly meet with local community-based organizations to solicit feedback on stormwater campaign messages to make sure content is appropriate and addresses the biggest concerns. Deliverables of Task are not to exceed \$25,000 (twenty-five thousand) over the duration of Agreement as outlined in cost proposal worksheet.

Task 11 Work Products / Deliverables	Acceptance Criteria and Due Date
Task 11A: Equity Media Toolkit	<ul style="list-style-type: none">Draft of Equity Media Toolkit is due to Caltrans within sixty (60) days of notice to proceed.Meetings with stakeholder groups shall be held in the first quarter (90 days) of the first Agreement year.

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	<ul style="list-style-type: none">• Review and updates to Equity Toolkit are due to Caltrans no later than September 15th of each Agreement year.
Task 11B: Translation Services	<ul style="list-style-type: none">• Materials translated are due to Caltrans by the end of each quarter (90 days). Each quarter may focus on a different language translation.• Review and audit of all media materials developed are due to Caltrans no later than September 15th of each Agreement year.• Any updates each Agreement year are due to Caltrans within ninety (90) days.
Task 11C: Non-traditional Partnerships	<ul style="list-style-type: none">• Partnerships shall be developed over each quarter of the Agreement Year.• Measures of key performance indicators for successful establishment of partnerships include the number of new ethnic media message campaigns, number of events held with partners, number of community members reached, number of informational materials created and developed through work with partner.• Contractor shall reflect progress updates on new partnerships established in Progress Reports and QPRs submitted to Caltrans.
Task 11D: Ethnic Communications and Marketing Plan	<ul style="list-style-type: none">• Develop communications and marketing plan to engage diverse communities leveraging non-traditional partners within sixty (60) days of the beginning of each Agreement year.• All media plan components and assets are due to Caltrans within two (2) weeks of publication date.
Task 11E: Additional Multi-Lingual Materials:	<ul style="list-style-type: none">• Materials are due to Caltrans at least five (5) days before planned distribution or publishing date.• Contractor shall provide information on materials developed and distributed, as well as any updates on work performed on a monthly and quarterly basis in conjunction with submittal of Progress Reports and QPRs to Caltrans.

10. Contractor, in collaboration with Caltrans staff, shall provide assistance with Public Relation Services (PRS), including, but not limited to, public service announcements, press releases, broadcast media, media kits, news conferences, outreach activities/events, public

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engagement activities/events, social media, web content, graphic design, project branding and fact sheets when necessary.

All PRS-related work performed by Contractor shall be appropriately reviewed and approved by Caltrans Contract Manager and Caltrans District Chief Public Relations Officer (PIO)/Assistant Deputy Director of Public Affairs prior to implementation/release. Caltrans Contract Manager/District Chief PIO will report all PRS-related activities and events to Caltrans Headquarters Public Affairs Office on the Week Ahead Report (WAR) and the Day Ahead Report (DAR).

Contractor shall comply with Governor's Memo 02-18-2011 that prevents State spending on promotional and marketing items.

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Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon approval of services by Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate Contractor for actual expenditures incurred in accordance with the rates in **Attachment 1** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. Invoices shall include the Agreement Number, dates of services, number of hours by classification per numbered tasks performed during the period, monthly Progress Reports, receipts for approved other direct costs as detailed in the **Cost Proposal, Attachment 1**, and any other applicable items from **Attachment 1** and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Transportation
Public Affairs and Stormwater Program Implementation,
Attention: TBD, Contract Manager
1120 N Street, MS 49
Sacramento, CA 95814

- C. Progress payments will be made based on services provided and actual costs incurred. Not less than 10 percent (10%) of the Agreement amount shall be withheld pending final completion of the Agreement. The retention amount will be paid to the Contractor after Caltrans has evaluated the Contractor's performance and made a determination that all Agreement requirements have been satisfactorily fulfilled.
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.

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- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

4. Rates

Rates for these services may be found on **Attachment 1** of this document.

5. Allowable Costs and Payments

- A. Transportation and subsistence costs shall not exceed rates authorized to be paid non-represented State employees under current California Department of Human Resources (CalHR) rules.
- B. Contractor shall not commence performance of work or services until this Agreement has been approved by Caltrans. No payment will be made prior to approval nor for any work performed prior to approval of this Agreement.
- C. The total amount payable by Caltrans shall not exceed **\$TBD**.

6. Cost Principles

- A. Contractor agrees that the Contract Cost Principles and Procedures in 48 CFR, Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.
- B. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Part 31, or 2 CFR, Part 200, are subject to repayment by Contractor to Caltrans.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

7. Excise Tax

The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employees' wages. Caltrans will pay for any applicable State or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. Caltrans may pay any applicable sales and use tax imposed by another state.

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Special Terms and Conditions

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by Caltrans Contract Officer, who may consider any written or verbal evidence submitted by Contractor. The decision of the Caltrans Contract Officer, issued in writing, shall be Caltrans' final decision on the dispute.
- B. Neither the pendency of a dispute nor its consideration by Caltrans Contract Officer will excuse Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Termination

- A. If, after award and execution of the Agreement, Contractor's performance is unsatisfactory, the Agreement may be terminated immediately for default. Additionally, Contractor may be liable to Caltrans for damages including the difference between Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. Caltrans reserves the right to terminate this Agreement for any or no cause upon 30 days written notice to Contractor. Upon such termination, no compensation shall be due or payable to Contractor except for compensation earned through the date of termination.
- C. The State may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose," but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.
- D. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its discretion, terminate this Agreement with 30 days' notice to Contractor.

3. Evaluation of Contractor

Performance of Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation (STD 4), and maintained in the Office file, and DGS, Office of Legal Services, if the evaluation is negative and the contract price is over \$5,000.

4. Non-Solicitation

Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or contracted by Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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5. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on the **Bidder Declaration (GSPD-05-105), Attachment 3**.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- D. Any substitution of subcontractors must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute subcontractor.

6. Contractor's Reports and/or Meetings

- A. Contractor shall submit progress reports at least once a month to allow Caltrans Contract Manager to determine if Contractor is performing to expectations or is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special problems encountered so that remedies can be developed.
- B. Contractor shall meet with Caltrans Contract Manager as needed to discuss progress on the Agreement.
- C. Prior to completion of the Agreement, Contractor shall hold a final meeting with Caltrans Contract Manager to present findings, conclusions and recommendations and shall submit a comprehensive final report on the project.
- D. Any document or written report prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, a list of all agreements and subcontracts (including dollar amounts) relating to the preparation of those documents or reports if the combined costs for work by non-employees of Contractor exceed \$5,000.

7. Publication

- A. Other than as provided in **section 3 of Exhibit E** hereof, the Contractor shall not copyright any deliverable(s) developed and funded under this Agreement.
- B. Contractor shall have the right to publish any and all information, conclusions and developments (except that which is designated as **CONFIDENTIAL** by the State resulting from work conducted under this Agreement).
- C. Any publication by Contractor shall give proper credit to the State. All publications shall bear an appropriate inscription acknowledging the State's copyright ownership to the Work and Deliverable(s) (including but not limited to, all reports, design materials, advertisements, training materials, writings, articles, computer programs, inventions and any documentation related to the Agreement) consisting of a "c" in a circle followed by the four-digit year in

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which the Work or Deliverable was produced, followed by the words "California Department of Transportation. All rights reserved."

- D. Contractor shall submit to the State any materials released for publication simultaneously with submission to the publisher for the purpose of comment and review by the State with respect to the presence of patentable, confidential, and/or proprietary subject matter within the materials released for publication.
- E. Caltrans will take all reasonable steps to have United States Patent Applications, or other appropriate protection of intellectual property, filed prior to the time the information, conclusions or developments are published or otherwise made available to the public.
- F. Contractor agrees to keep confidential any proprietary information supplied to it by the State during the course of the Agreement and designated in writing as "**CONFIDENTIAL**". Such information will not be included in any published material without the prior written approval of the parties.
- G. All publications shall contain the following disclaimer in a separate section preceding the main body of the document:

"The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the State of California or the Federal Highway Administration. This publication does not constitute a standard, specification or regulation."

8. Confidentiality of Data

- A. All financial, statistical, personal, technical, or other data and information relative to Caltrans' operations, which is designated confidential by Caltrans and made available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- B. Permission to disclose information on one (1) occasion or public hearing held by Caltrans relating to this Agreement shall not authorize Contractor to further disclose such information or disseminate the same on any other occasion.
- C. Contractor shall not comment publicly to the press or any other media regarding this Agreement or Caltrans' actions on the same, except to Caltrans' staff, Contractor's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.
- D. Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by Caltrans and receipt of Caltrans' written permission.
- E. All information related to the construction estimate is confidential and shall not be disclosed by Contractor to any entity, other than Caltrans.
- F. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

9. State-Owned Data—Integrity and Security

- A. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

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- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect Caltrans data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
- 2) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
- 3) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
- 4) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
- 5) Notify Caltrans Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
- 6) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

- B. Contractor shall use the State-owned data only for State purposes under this Agreement.
- C. Contractor shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

10. Report Disabled Veteran Business Enterprise (DVBE) Utilization

If this Agreement requires DVBE participation, it is the responsibility of Contractor to track DVBE participation requirement progress and Contractor must report the actual amount paid to certified Subcontractors. Contractors must comply with Government Code Section 14841 and Military and Veterans Code Sections 999.5(d) and 999.7 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059)

(<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmId=ADM3059>) to Caltrans Contract Manager with each invoice.

If Contractor fails to submit the ADM-3059 with the final invoice, Caltrans Contract Manager shall withhold \$10,000, or the full payment if it is less than \$10,000, from the final payment on the Agreement until Caltrans Contract Manager receives a complete and satisfactory ADM-3059. Caltrans Contract Manager shall notify Contractor by email that Contractor must submit a complete and satisfactory ADM-3059 within 30 days from the date of the notice. If Contractor fails to fully complete and submit the ADM-3059 from within this 30-day period, Caltrans shall permanently withhold payment of the final invoice.

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Upon Caltrans Contract Manager's request, Contractor shall provide proof of payment for the work performed by the DVBE subcontractor(s).

11. Reporting Small Business/Micro Business (SB/MB) Utilization

If SB/MB Subcontractor participation is a requirement of this Agreement, Contractor must report the actual amount paid to certified Subcontractors. Contractor must comply with Government Code Section 14841 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?fmid=ADM3059>) to Caltrans Contract Manager with each invoice.

12. DVBE Participation (Required)

- A. Contractor has complied with the requirements of Public Contract Code Sections 10115 et seq. DVBE participation requirements achieved are expressed as a percentage of the estimated dollar value of this Agreement and are identified on the **Bidder Declaration (GSPD-05-105), Attachment 3**.
- B. The following participation requirement percentage are the Contractor's commitment set forth in this Agreement based upon the estimated total dollar amount to be expended*

TBD% of work for DVBE(s)*If this Agreement is amended and the additional work can be included in the subcontracted work, the participation requirements may be amended to reflect this change. A revised **Bidder Declaration form, GSPD-05-105** must be attached to and made a part of the amended Agreement.

13. Substitutions of DVBEs

DVBE subcontractors shall be used per the California Code of Regulations, Title 2, Section 1896.70 unless a substitution is approved in writing by the DGS, Office of Small Business and Disabled Veteran Business Enterprise (OSDS). A DVBE subcontractor shall be replaced by another DVBE to perform the work originally stated. The substitution shall maintain, at minimum, the level of participation required, as stated in the bid.

- A. Contractor shall simultaneously notify the DVBE and Caltrans Contract Manager of the intended substitution. The written notice shall contain the reasons for the substitution and be sent by certified mail. Contractor shall submit the following to Caltrans Contract Manager:
 - 1) proof of delivery, provide the certified mail receipts.
 - 2) A copy of the DVBE's consent or opposition to the substitution. In the absence of the consent or opposition, provide the returned and unopened certified mail.
 - 3) The name and supplier number of the business being substituted and the name and supplier number of the proposed replacement. If a DVBE cannot be identified as a replacement, the Contractor shall document the absence of DVBEs. This documentation shall include but is not limited to:
 - a. Contact the Caltrans Small Business Advocate at smallbusiness.advocate@dot.ca.gov and the Department of Veterans Affairs at advocate@calvet.ca.gov regarding the absence of DVBEs to perform the specific work.
 - b. Search results from the DGS website for DVBEs to perform the specific work.

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- c. Communication with a DVBE Community Organization nearest the worksite regarding the absence of DVBEs, if applicable.
 - d. Documented communication with DVBEs describing the work to be performed, its percentage of the overall contract, the corresponding dollar amount, and their responses to the request.
- B. The DVBE shall have up to five (5) business days from the postmark date to consent or oppose the substitution. A copy of the DVBE's reply shall be sent simultaneously by certified mail to the Contractor and the Caltrans Contract Manager.
- C. When written oppositions to a substitution are filed, Caltrans shall grant the DVBE a hearing. The hearing notice shall be issued within five (5) business days from receipt of the opposition. If Caltrans grants the substitution, continue to G, below.
- D. Caltrans Contract Manager shall submit the substitution request to the DGS, OSDS:
 - 1) The request must meet the criteria as specified above or Section 4107 of the Public Contract Code for Public Works.
 - 2) The substitution request shall be accompanied by the hearing decision, when applicable.
- E. The OSDS will respond to substitution requests within three (3) business days. The OSDS shall consent to the substitution of another DVBE, or in the absence of a DVBE, a California certified Small Business in any of the following situations:
 - 1) When the DVBE becomes bankrupt, insolvent or goes out of business.
 - 2) When the DVBE does not perform as listed in the Bidder Declaration.
 - 3) When the DVBE does not meet the bond requirements of the contractor.
 - 4) When the DVBE's name is incorrect due to an inadvertent clerical error. In the case of public works contracts, compliance with § 4107.5 of the Public Contract Code is required.
 - 5) When the DVBE is not licensed as required by any State of California regulatory agency.
 - 6) When Caltrans, or its duly authorized officer, determines that the DVBE:
 - a. Did not perform in accordance with the plans and specifications; or
 - b. Has delayed or disrupted the progress of the work.
- F. The DVBE substitution process shall not be used as an excuse for noncompliance with any provision of law. This includes, but is not limited to, the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 et seq.) or any Agreement requirements relating to substitution of subcontractors.
- G. Contractors who proceed with work pending a substitution decision may be subject to Agreement termination, recovery of damages under rights, remedies and penalties. This is outlined in Military and Veterans Code Section 999.9, Public Contract Code Sections 10115.10 or 4110 (applies to public works only). Failure to adhere to the DVBE participation in the performance of the Agreement may be cause for Agreement termination and recovery of damages under the rights and remedies due Caltrans.
- H. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment or services and must carry out its responsibility by actually

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performing, managing, or supervising the work involved that is normal for its business services and functions.

- I. The Contractor shall maintain records of all subcontracts entered into with DVBE Subcontractors including records of materials purchased from DVBE suppliers. Such records shall show the name and address of each DVBE Subcontractor or supplier and the total dollar amount paid to each one. Upon completion of the Agreement, a summary of these records shall be prepared and certified correct by Contractor or his authorized representative and the summary shall be furnished to the Caltrans Contract Manager.

14. Retention of Records/Audits

- A. For the purpose of determining compliance with Government Code Section 8546.7, Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including, but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The State, the State Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

15. Prohibition from Bidding

This Agreement is subject to the provisions of Public Contract Code Section 10365.5, which states: "No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, goods or supplies, or any other related action which is required, suggested or otherwise deemed appropriate in the end product of the original consulting services contract."

16. Consultant Contractor's Rights and Obligations

Contractor is advised that the provisions of Public Contract Code Sections 10335 through 10381 pertaining to the duties, obligations, and rights of a consultant service Contractor are applicable to this Agreement.

17. Audit Review Procedures

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director, Audits and Investigations (Chairperson); Deputy Director of the functional Program area; the Chief Counsel, Legal Division, or their designated alternates; and if Caltrans chooses, two representatives of Caltrans' choosing, from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.
- B. Not later than 30 days after issuance of the final audit report, Contractor may request a review by the ARC of unresolved audit issues. The request for review will be submitted in

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writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for Caltrans. The final decision will be made within three (3) months of receipt of the notification of dispute.

- C. Neither the pendency of a dispute nor its consideration by Caltrans will excuse Contractor from full and timely performance, in accordance with the terms of this Agreement.

18. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

19. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

20. Force Majeure

Neither party shall be liable to the other for any delay in, or failure of, performance, nor shall any such delay in, or failure of, performance constitute default, if such delay or failure is (directly or indirectly) caused by "Force Majeure" without the fault, intentional act, or negligence of the Contractor. As used in this section, "Force Majeure" shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, interruption in service by a regulated utility, or governmental statutes or regulations superimposed after the fact.

21. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force

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and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

22. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

23. Laws to be Observed

Contractor shall keep fully informed of all existing and future laws, including: State and Federal, county and municipal ordinances and regulations including but not limited to Senate Bill 1383 of 2016 Title 14, CCR, General Provisions section 18981.2, Public Resources Code sections 42652 et. seq., and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work. Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement. Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor, its Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same to Caltrans Contract Manager in writing.

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Additional Provisions

1. General Provisions Required in all Insurance Policies

- A. Deductible: Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the Caltrans Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement 43A0480.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to the Caltrans Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Inadequate Insurance: Inadequate or lack of insurance does not negate the Contractor's obligations under this Agreement.
- F. Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: <https://www.dgs.ca.gov/ORIM>.
- H. Contractor shall include all of its subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to the policies, coverages, and limits required of Contractor.
- I. The State will not be responsible for any premiums or assessments on the policy.

2. Insurance Requirements

- A. Commercial General Liability
 - 1) Contractor shall maintain general liability on an occurrence form with limits not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

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Caltrans, State of California, its officers, agents, employees and servants are included as additional insured but only with respect to work performed under this Agreement.

2) This endorsement must be supplied under form acceptable to DGS, ORIM.

B. Automobile Liability

Contractor shall maintain motor vehicle liability with limits not less than **\$1,000,000** combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

C. Workers' Compensation and Employer's Liability

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to the Caltrans Contract Manager.

D. Satisfying a Self-Insured Retention (SIR)

All insurance required by this contract must allow, but not require, the State to pay any SIR and/or act as the Contractor's agent in satisfying any SIR. The choice to pay any SIR and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as the Contractor's agent in satisfying any SIR, the Contractor shall reimburse the State for the same.

E. Available Coverages/Limits

In the event the insurance coverages obtained by the Contractor is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to the Contractor shall also be available and applicable to the State.

3. Ownership of Proprietary Property

For the purposes of this section (**Ownership of Proprietary Property**) of **Exhibit E** of Contract (**43A0480**) (herein after referred to as "this Agreement") the following definitions shall apply:

Work: As delineated in **Exhibit A** of the Agreement.

Work Product: As defined as deliverable in **Exhibit A** of the Agreement, including, but not limited to, all Work and deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. "Work Product" includes all deliverables, inventions, innovations, improvements, or other works of authorship Contractor may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.

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Inventions: Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by Contractor or jointly with Contractor's Subcontractor and/or Contractor's Subcontractor's employees with one or more employees of Caltrans, during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

A. Ownership of Work Product and Rights

- 1) **Ownership of Work Product and Copyright Rights:** Except in regard to Pre-existing Works, all Work Product derived by the Work performed by the Contractor, its employees, and/or by any of the Contractor's Subcontractor's employees under this Agreement, shall be owned by Caltrans and shall be considered works made for hire by the Contractor, its employees, and/or the Contractor's Subcontractor's employees for Caltrans. Caltrans shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation. All Rights Reserved." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation. All Rights Reserved.

- 2) **Vesting of Copyright Rights:** Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees agree to perpetually assign, and upon creation of each Work Product automatically assign, to Caltrans, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, both Work Product considered, by operation of law, to be works for hire for Caltrans and Work Product which, by operation of law, may not be considered work made for hire by Contractor, its employees, the Contractor's Subcontractor, and/or the Contractor's Subcontractor's employees for Caltrans. From time to time upon Caltrans' request, the Contractor, its employees, the Contractor's Subcontractor, and/or the Contractor's Subcontractor's employees shall confirm such assignments by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Caltrans may request. Caltrans, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Contractor hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

B. Inventions

- 1) **Vesting of Patent Rights:** The Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees hereby agree to assign to Caltrans, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain Caltrans' property regardless of whether such protection is sought. The Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor employees shall promptly make a complete written disclosure to Caltrans

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- of each Invention not otherwise clearly disclosed to Caltrans in the pertinent Work Product, specifically pointing out features or concepts that the Contractor, its employees, Contractor's Subcontractor, and/or the Contractor's Subcontractor's employees believe to be new or different. The Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees shall, upon Caltrans's request and at Caltrans's expense, cause patent applications to be filed thereon, through attorneys designated by Caltrans, and shall sign all such applications over to Caltrans, its successors, and assigns. The Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees shall give Caltrans and its attorneys all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as Caltrans may consider necessary or appropriate to carry out the intent of this Agreement.
- 2) **Agency:** In the event that Caltrans is unable for any reason whatsoever to secure the Contractor's, its employees', Contractor's Subcontractor's, and/or Contractor's Subcontractor's employees', signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees hereby irrevocably designate and appoint Caltrans and its duly authorized officers and agents, as its/their agent and attorney-in-fact, to act for and on Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees behalf and stead, to execute and file such applications and do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks, and/or patents thereon with the same legal force and effect as if executed by Contractor, its employees, Contractor's Subcontractor, and/or Contractor's Subcontractor's employees. Caltrans shall have no obligations to file any copyright, trademark, or patent applications.
- 3) **Avoidance of Infringement:** In performing services under this Agreement, Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor, its employees, Contractor's Subcontractor, and/or Contractor's Subcontractor's employees become aware of any such possible infringement in the course of performing any work under this Agreement, Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees shall immediately notify Caltrans's Contract Manager of same in writing.
- 4) **Pre-Existing Works and License:** Contractor acknowledges that all Work Product shall be the sole and exclusive property of Caltrans, except that any pre-existing works created by Contractor and third parties outside of the Agreement but utilized in connection with the Agreement (the "Pre-existing Works") shall continue to be owned by Contractor or such parties. Contractor agrees to notify Caltrans' Contract Manager in writing of any Pre-existing Works used in connection with any Work Product produced under this Agreement and hereby grants to Caltrans a non-exclusive, perpetual, royal-free license to utilize the Pre-existing Works in connection with the Work Product.

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C. Additional Provisions

Subcontractors: Contractor shall affirmatively bind by contract any of its Subcontractors or service vendors (hereinafter "Contractor's Subcontractor") providing services under this Agreement to conform to the provisions of this Exhibit E. Contractor's Subcontractor shall then provide the signed contract to the Contractor, who shall provide it to Caltrans' Contract Manager prior to the commencement of any work. In performing services under this Agreement, Contractor's Subcontractor agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor's Subcontractor becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Contractor's Subcontractor shall immediately notify the Contractor of same in writing, and Contractor shall then immediately notify the Caltrans's Contract Manager of same in writing.

D. Ownership of Data:

- 1) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates, produced as part of this Agreement will automatically be vested in Caltrans and no further agreement will be necessary to transfer ownership to Caltrans. The Consultant shall furnish Caltrans all necessary copies of data needed to complete the review and approval process.
- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy of machine-readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- 3) The Consultant is not liable for claims, liabilities, or losses arising out of, or connected with, the modification or misuse by Caltrans of the machine-readable information and data provided by the Consultant under this Agreement; further, the Consultant is not liable for claims, liabilities, or losses arising out of, or connected with, any use by Caltrans of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.
- 4) Any sub-agreement or subcontract in excess of \$25,000.00, entered, into as a result of this Agreement, shall contain all of the provisions of this clause.

4. Prohibition of Delinquent Taxpayers

Public Contract Code Section 10295.4 prohibits the State from entering into an Agreement for goods or services with any taxpayer, whose name appears on either list maintained by the California Department of Tax and Fee Administration or the Franchise Tax Board pursuant to Revenue Taxation Code Sections 7063 and 19195, respectively, of the 500 largest tax delinquencies. Public Contract Code Section 10295.4 provides no exceptions to these prohibitions.